



**PURCHASING DEPARTMENT  
INVITATION TO BID NO. 06ITBR50931YC  
WATER QUALITY MONITORING**

**For**

**PUBLIC WORKS**

**BID DUE TIME AND DATE:** September 6, 2006 at 11:00 A.M.  
**PURCHASING CONTACT:** Malcolm Tyson at (404) 730-5811  
**E-MAIL:** malcolm.tyson@co.fulton.ga.us

**LOCATION:** FULTON COUNTY PURCHASING DEPARTMENT  
130 PEACHTREE STREET, S.W., SUITE 1168  
ATLANTA, GA 30303

# Water Quality Monitoring Project

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## INVITATION TO BID - INTRODUCTION

### 1.0 Overview

The main focus of this project's Scope of Work is to address the monitoring and sampling of in – stream water quality. The County's Watershed Protection Plan (WPP) is to ensure that the water in the streams meets water quality standards, as established by Georgia Environmental Protection Division (GA EPD). Currently, Fulton County has a Municipal Separate Storm Sewer System (MS4) Permit, and the Water Pollution Plants National Pollutant Discharge Elimination System (NPDES) Permit. The plant's permit requires the development and implementation of a county-wide WPP. A key component of the WPP, MS4 and the Metropolitan North Georgia Water Planning District (the District) Watershed Management Plan is the implementation of a county-wide long-term surface/stream monitoring and sampling program. The current MS4 storm water monitoring effort is described in the September 2005 Atlanta Regional NPDES Phase 1 Storm water Monitoring Program Document. The WPP Monitoring Plan effort is described in Section 4 of the County's WPP.

### 1.1 Description of Project

This project involves these main elements: project management, monitoring station maintenance, water quality trend monitoring, screening outfall for illicit discharges, grab sampling, biological and habitat monitoring/assessment, laboratory analysis, non-routine operations and maintenance, annual reporting (optional), including data analysis and management, and quality assurance and control. **Each bidder or firm's work and project experience, including any subcontractor, shall be compatible and similar to the Scope of Work described in this ITB.**

### 1.2 Contract Term

The contract term shall be as presented in Article – 9 of the Contract Agreement. Fulton County reserves the right to extend the project contract date to accommodate the coordination with other projects and to achieve concurrence on project deliverables.

### 1.3 Obtaining the Bid Document

The Bid Document can be downloaded at the Fulton County website, [www.co.fulton.ga.us](http://www.co.fulton.ga.us) under "Bid Opportunities."

### 1.4 No Contact Provision

It is the policy of Fulton County that the evaluation and award process for County contracts shall be free from both actual and perceived impropriety, and that contacts between potential vendors and County officials, elected officials and staff regarding pending awards of County contracts shall be prohibited.

- A. A person, firm, or business entity, however situated or composed, obtaining a copy of or responding to this solicitation, shall initiate or continue any verbal or written communication regarding this solicitation with any County officer, elected official, employee, or designated County representative, between the date of the

issuance of this solicitation and the date of the County Manager's recommendation to the Board of Commissioners for award of the subject contract, except as may otherwise be specifically authorized and permitted by the terms and conditions of this solicitation.

- B. All verbal and written communications initiated by such person, firm, or entity regarding this solicitation, if same are authorized and permitted by the terms and conditions of this solicitation, shall be directed to the Purchasing Agent.
- C. Any violation of this prohibition of the initiation or continuation of verbal or written communications with County officers, elected officials, employees, or designated County representatives shall result in a written finding by the Purchasing Agent that the submitted Bid or proposal of the person, firm, or entity in violation is "non-responsive", and same shall not be considered for award.

### **1.5 Contact Person and Inquire**

Information regarding the bid, either procedural or technical, may be obtained by contacting Malcolm Tyson, Assistant Purchasing Agent, at (404) 730-5811, Fulton County Department of Purchasing, email address [malcolm.tyson@co.fulton.ga.us](mailto:malcolm.tyson@co.fulton.ga.us). Information regarding the bid requirements may be obtained by using the following procedure. Inquiries must be submitted in writing to:

Fulton County Department of Purchasing  
Attn: Malcolm Tyson, Assistant Purchasing Agent  
Fulton County Public Safety Building  
130 Peachtree Street, SW, Suite 1168  
Atlanta, GA 30303  
Phone: (404) 730-5811  
Fax: (404) 335-5808  
Reference Bid #06ITBR50931YC

### **1.6 Bid Opening**

Bids will be opened in public and read aloud on **September 6, 2006 at 11:00 A.M., local time** in the Fulton County Purchasing Department's bid room, located at 130 Peachtree Street, SW, Atlanta, GA 30303. Bids received after 11:00 A.M., will be considered late and will be returned to the bidder unopened. **Bidders may, at their discretion, attend the bid opening.**

### **1.7 Bid Due Date**

All Bids are due in the Purchasing Department of Fulton County located in the Public Safety Building, Suite 1168, 130 Peachtree Street, SW, Atlanta, GA 30303 on or before **September 6, 2006 by 11:00 A.M.**, legal prevailing time. All submitted bids will be time and date stamped according to the clock at the front desk of the Fulton County Purchasing Department. Any bid received after this appointed schedule will be considered late and subject to be returned unopened to the bidder. The bid due date can be changed only by addendum. Bids shall clearly indicate the legal name, address, and telephone number of the proposer (company, firm, partnership, individual). Bids shall be

signed above the typed or printed name and title of the signer. The signer shall have the authority to bind the proposer to the submitted proposal. The bid number must be clearly visible on all bid packages submitted.

**1.8 Basis of Award**

The Contract will be awarded to the lowest responsive, responsible bidder(s). If awarded, all Bids must be made on the Bid forms contained herein. The Bid shall be enclosed in a sealed envelope, addressed to Department of Purchasing, Fulton County Public Safety Building, 130 Peachtree Street, SW, Suite 1168, Atlanta, GA 30303 and labeled “Bid for ITB#06ITBR50931YC, Water Quality Monitoring Project.”

**1.9 Sealed and Marked**

One signed original and two (2) copies of the bid, shall be submitted in one (1) sealed package. Each envelope/package shall be clearly marked on the outside: “Sealed Bid for ITB No. 06ITBR50931YC – Fulton County Water Quality Monitoring Project”, and addressed to: Fulton County Department of Purchasing, Public Safety Building, 130 Peachtree Street, S.E., Suite 1168, Atlanta, Georgia 30303.

Bids shall be publicly received, with only the names of the CONTRACTOR disclosed at the above stated date and time. Prospective CONTRACTOR(s) are encouraged to register their firms on Fulton County’s official CONTRACTOR(s) list. Registration can be obtained from the Fulton County Department of Purchasing (404) 740-5800.

**1.10 Delivery Requirements**

Any bids received after the above stated time and date will not be considered. It shall be the sole responsibility of the CONTRACTOR(s) to have his/her bid delivered to the Fulton County Department of Purchasing for receipt on or before the above stated time and date. If a bid is sent by U.S. Mail, the CONTRACTOR(s) shall be responsible for its timely delivery to the Department of Purchasing. Bids delayed by mail will not be considered, shall not be opened, and arrangements shall be made for their return at the CONTRACTOR(s) request and expense.

## **SECTION 1 – INSTRUCTIONS TO BIDDERS**

### **Water Quality Monitoring Project FULTON COUNTY ITB#06ITBR50931YC PURCHASING DEPARTMENT**

#### **1.0 BID GENERAL REQUIREMENTS**

The following information pertains to the submission of a Bid to Fulton County, and contains instructions on how Bids must be presented in order to be considered. Listed below are the requirements for all Bidders interested in doing business with Fulton County.

1. The Bid Summary included in this Invitation to Bid (“Bid”) must be fully completed and returned with the Bid unless otherwise specified in writing by the Purchasing Department. Type or neatly print the date, company name, and the full legal name and title of the person(s) signing the Bid in the place provided at the bottom of each Bid sheet. Any additional sheets submitted must contain the same signature and Bidder information.
2. Original signature(s) must appear on each page of the Bid document. All signatures must be executed by person(s) having contracting authority for the Bidder.
3. Absolutely no fax Bids or reproduction Bids will be accepted, except that photocopies may be submitted in addition to the original when multiple copies of the Bid are specifically requested in the solicitation.
4. The envelope in which the Bid response is submitted must be sealed and clearly labeled with the Bid number, project title, due date and time, and the name of the company or individual submitting the proposal. Bids must be received by the opening date and time shown on this Bid in order to be considered. The Purchasing Agent has no obligation to consider Bids which are not in properly marked envelopes. Contract Compliance submittals shall be submitted in a separate sealed envelope or package.
5. The original and the required number of copies of the Bid must be returned to:

Fulton County Purchasing Agent  
Fulton County Purchasing Department  
130 Peachtree Street, S.W., Suite 1168  
Atlanta, Georgia 30303

Any inquiries, questions, clarifications or suggestions regarding this solicitation should be submitted in writing to the Purchasing Contact Person. Contact with any

other County personnel in regard to a current solicitation is strictly prohibited in accordance with Fulton County “No Contact” policy outlined in Section 1.4 – Introduction, entitled “No Contact Provision.”

6. Show information and prices in the format requested. Prices are to be quoted F.O.B. Destination, and must include all costs chargeable to the Contractor executing the Contract, including taxes. Unless otherwise provided in the Contract, Fulton County shall have no liability for any cost not included in the price. The Contractor shall provide Fulton County the benefit through a reduction in price of any decrease in the Contractor’s costs by reason of any tax exemption based upon Fulton County’s status as a tax-exempt entity.
7. All prices Bid must be audited by the Bidder to ensure correctness before the Bid is submitted. The Bidder is solely responsible for the accuracy of information placed on a Bid sheet, including prices. Clerical or mathematical error is insufficient to void a successful Bid but a Bidder may withdraw a sealed Bid prior to opening without a penalty.
8. All prices must be submitted in the format requested and less all trade discounts. When multiple items are being Bid, Bidder must show both the unit price and the total extended price for each item. When applicable, the Bidder must include an additional lump sum Bid for groups or items. In the event a Bidder is offering an additional discount on groups of items, Bidder must indicate the total lump sum Bid for the particular group of items before any extra discount, the amount of extra discount, and the net total for the particular group. In the event of an extension error, unit pricing shall prevail.
9. By submitting a signed Bid, Bidder agrees to accept an award made as a result of that Bid under the terms and conditions spelled out in the Bid documents. In the event of a conflict between the different Bid documents, the County’s cover Contract (if used) shall have precedence, followed in order by the Invitation to Bid, Purchase Order, Bid, Contractor’s Warranty Agreement, Maintenance Agreement, and/or other Contractor provided agreements.
10. A Bidder may submit only one (1) Bid response for each specific Bid solicitation unless otherwise authorized in the specifications.
11. All prices submitted by the Bidder to Fulton County must be guaranteed by the authorized person(s) against any price increase for the time period designated in the Bid specifications, and Fulton County must be given the benefit of any price decrease occurring during such designated time period.
12. All items Bid must be new. Used, rebuilt and refurbished items will not be considered unless specifically authorized by Fulton County in the written specifications.



13. All Bidders must specify in the Bid response the earliest actual delivery date for each item unless otherwise specified in writing by Fulton County. The delivery date may be a factor in deciding the Bidder's capability to perform.
14. A successful Bidder's delivery ticket(s) and invoice(s) must list each item separately and must show Fulton County's purchase order number as well as the proper department and address to which delivery was made, as listed on the purchase order or in the Bidder's contract with Fulton County.
15. Unless clearly shown as "no substitute" or words to that effect, any items in this invitation to Bid which have been identified, described or referenced by a brand name or trade name are for reference only. Such identification is intended to be descriptive but not restrictive, and is to indicate the general quality and characteristics of products that may be offered. Each item Bid must be individually identified as to whether it is a specified item or an equivalent item by typing or printing after the item(s): The brand name; model or manufacturer's number, or identification regularly used in the trade. Deviations from the specifications must be clearly and fully listed on the Bid sheet, including photographs or cuts, specifications, and dimensions of the proposed "alternate". Fulton County is the sole judge of "exact equivalent", or "alternate". The factors to be considered are: function, design, materials, construction, workmanship, finishes, operating features, overall quality, local service facilities, warranty terms and service, and other relevant features of item(s) Bid.
16. For all Bids, Fulton County reserves the right to request representative samples. If requested, samples must be delivered at the Bidder's cost within three (3) business days. Samples are submitted at the risk of the Bidder and may be subjected to destructive tests by Fulton County. Samples must be plainly tagged with Fulton County's Bid number, item name, manufacturer, and the name of the Bidder.
17. Item(s) Bid must be complete and ready to operate. No obvious omissions of components or necessary parts shall be made even though the specifications may not detail or mention them. Unit(s) must be furnished with factory installed equipment and must be comparable with the basic form, fit, and functional requirements which are all to be included in the base price as well as any other equipment included as standard by the manufacturer or generally provided to the buying public.
18. All successful Bidders must assume full responsibility for all item(s) damaged prior to F.O.B. destination delivery, and agree to hold harmless Fulton County of all responsibility for prosecuting damage claims.
19. All successful Bidders must assume full responsibility for replacement of all defective or damaged goods within thirty (30) days of notice by Fulton County of such defect or damage.
20. All successful Bidders must assume full responsibility for providing or ensuring warranty service on any and all items including goods, materials, or equipment provided to the County with warranty coverage. If a successful Bidder is not the

manufacturer, all manufacturers' warranties must be passed through to Fulton County. The Bidder and not Fulton County is responsible for contacting the manufacturer of the warranty service provided during the warranty period and supervising the completion of the warranty service to the satisfaction of Fulton County.

21. As a successful Bidder providing any equipment which requires fitting and assembly, the Bidder shall be solely responsible for such installation being performed by a manufacturer's authorized or approved servicer or an experienced worker, utilizing workmanship of the highest caliber. The Bidder must verify all dimensions at the site, shall be responsible for their correctness, and shall be responsible for the availability of replacement parts when specified in writing by Fulton County in the specifications, purchase order, or other contract.
22. A successful Bidder is solely responsible for disposing of all wrappings, crating, and other disposable material upon deliver of item(s).
23. All Bidders are required to be authorized distributors or regularly engaged in the sale or distribution of the type of goods, materials, equipment or services for which the Bidder is submitting a Bid response in addition, all Bidders are required to provide Fulton County with three (3) written references documenting the successful completion of Bids or contracts for the types of items including goods, materials, equipment, or services for which the Bidder is submitting a Bid response. In instances where a Bidder has never supplied such goods, material, equipment, or services before, the Bidder must submit with the Bid response a statement and supporting documentation demonstrating such expertise, knowledge, or experience to establish the Bidder as a responsible Bidder, capable of meeting the Bid requirements should an award be made. No exceptions to this provision will be made unless authorized in the Bid specifications.
24. Bidders may be required to furnish evidence that they maintain permanent places of business of a type and nature compatible with their Bid, and are in all respects competent and eligible vendors to fulfill the terms of the specifications. Fulton County may make such investigations as it deems necessary to determine the ability of the Bidder to perform such work, and reserves the right to reject any Bidder if evidence fails to indicate that the Bidder is qualified to carry out the obligation of the Contract and to complete the work satisfactorily.
25. All Bidders must comply with all Fulton County Purchasing laws, policies, and procedures, non-discrimination in contracting and procurement ordinances, and relevant state and federal laws including but not limited to compliance with EEOC hiring guidelines and requirements under the Americans with Disabilities Act. Successful Bidder must obtain all permits, licenses, and inspections as required and furnish all labor, materials, insurance, equipment, tools, supervision, and incidentals necessary to accomplish the work in these specifications.

26. If a successful Bidder is unable or unwilling to enter into a Contract with Fulton County subsequent to being granted an award, or who fails to perform in accordance with the Bid specifications the Bidder will be subject to damages and all other relief allowed by law.
27. Successful Bidders contract directly with Fulton County and are the party or parties obligated to perform. Contracts may not be assigned and any failure to perform the Contract in accordance with the specifications will constitute a breach of Contract and may result in a Bidder being found to be “non-responsive” in the future.
28. In case of default by the successful Bidder, Fulton County may procure the articles for services from another source and hold the successful Bidder responsible for any resulting excess cost.
29. The County may award any Bid in whole or in part to one or more vendors or reject all Bids and/or waive any technicalities if it is in the best interests of the County to do so. In the event that all Bids are not rejected, Bids for items including goods, materials, equipment, and services will be awarded to the lowest “responsible” Bidder(s) as determined by Fulton County. Submitting the lowest Bid, as published at the Bid opening, does not constitute an award or the mutual expectation of an award of a Contract and purchase order. For purposes of this notice and the attached Bid sheets, a purchase order is a Contract to provide items including goods, materials, equipment, and services and is intended to have the full force and effect of a Contract. A breach of the terms and conditions of a purchase order constitutes a breach of Contract.
30. All proposals and Bids submitted to Fulton County are subject to the Georgia “Open Records Act”, Official Code of Georgia, Annotated (O.C.G.A.) §50-18-70 et seq.
31. The apparent silence of this specification, and any supplement thereto, as to details, of the omission from it of a detailed description concerning any point, will be regarded as meaning only the best commercial practices are to prevail. Only materials of the highest quality, correct type, size, and design are to be used. All interpretations of this specification will be made upon the basis of this statement, with Fulton County interpretation to prevail.
32. It is the policy of Fulton County that the evaluation and award process for County contracts shall be free from both actual and perceived impropriety, and that contacts between potential vendors and County officials, elected officials and staff regarding pending awards of County contracts shall be prohibited.
  - A. No person, firm, or business entity, however situated or composed, obtaining a copy of or responding to this solicitation, shall initiate or continue any verbal or written communication regarding this solicitation with any County officer, elected official, employee, or designated County representative, between the date of the issuance of this solicitation and the date of the County Manager’s recommendation to the Board of Commissioners for award of the subject contract,

except as may otherwise be specifically authorized and permitted by the terms and conditions of this solicitation.

- B. All verbal and written communications initiated by such person, firm, or entity regarding this solicitation, if same are authorized and permitted by the terms and conditions of this solicitation, shall be directed to the Purchasing Agent.
  - C. Any violation of this prohibition of the initiation or continuation of verbal or written communications with County officers, elected officials, employees, or designated County representatives shall result in a written finding by the Purchasing Agent that the submitted Bid or proposal of the person, firm, or entity in violation is “non-responsive”, and same shall not be considered for award.
33. Any Bidder intending to respond to this solicitation as a Joint Venture must submit an executed Joint Venture Agreement with this Bid. This agreement must designate those persons or entities authorized to execute documents or otherwise bind the Joint Venture in all transactions with Fulton County, or are accompanied by a document, binding upon the Joint Venture and its constituent members, making such designation. Bids from Joint Ventures that do not include these documents will be rejected as being “non-responsive”.
34. Any Bidder intending to respond to this solicitation must complete all of the Procurement Affidavit Forms provided in this solicitation. Bids that do not include these completed documents will be rejected as being “non-responsive”.

## 1.1 Definition of Purchasing Terms:

**Addenda** – the plural of addendum.

**Addendum** – a written or graphic change to the contract documents issued prior to bid opening which becomes a part of the specifications for the project.

**Advertisement** – public notice inviting bids shall be published for two (2) consecutive weeks. All projects shall be published on the Fulton County's website at [www.co.fulton.ga.us](http://www.co.fulton.ga.us), under "Bid Opportunities".

**Amendment** – a change, addition, alteration, correction or revision to a bid or proposal or contract document.

**Award** – approval by the Board of Commissioners to begin the contracting process with the lowest most responsive and responsible bidder.

**Bid** – the formal process allowing prospective vendors to compete for goods and services sought by the County.

**Bid acceptance** – the acceptance of bids delivered to the Purchasing Agent at the time, place, and under the conditions contained in the invitation for bids and as further stipulated in the specifications document.

**Bid opening** – the public opening of bids received and accepted and the reading aloud of the name of each bidder and the amount of bid in the presence of one (1) or more witnesses at the time and place designated in the invitation to bid. For RFP openings, only the name of the proponents are read aloud.

**Brand name or equal specification** – means a specification limited to one or more items by manufacturer's names or catalogue numbers to describe the standard of quality, performance and other salient characteristics needed to meet County requirements and which provides for the submission of equivalent products from any manufacturer.

**Collusion** – a secret agreement, whether expressed or implied, to commit a fraudulent, deceitful, unlawful, or wrongful act.

**Collusive bidding** – a violation of antitrust statutes that consists of a response to a solicitation by two or more persons who have secretly agreed to circumvent laws and rules regarding independent and competitive bidding.

**County** – "County" shall mean the Fulton, Georgia, a political subdivision of the State of Georgia, and shall include all agencies, establishments or officials of the government.

**Contractor** – any person or entity having a contract with the County.

**Days** – "Days" shall mean calendar days.

**Debarment** – the exclusion of a person or company from participating in a procurement activity for an extended period of time, as specified by law, because of previous illegal or irresponsible action.

**Designee** – An authorized representative of a person holding superior position of responsibility.

**Invitation to Bid (ITB)** – all documents, whether attached or incorporated by reference, utilized for soliciting sealed bids.

**Inspection** – an authorized representative of the County or the County's architect/engineer, assigned to make all necessary inspections, test, and reports of the work performed or being performed.

**May** – denotes permissive.

**Offer** – a proposal by an offeror submitted when procurement is made by a source selection method other than competitive sealed bidding.

**Offeror** – a person making an offer.

**Procurement** – buying, purchasing, renting, leasing or otherwise acquiring any supplies, services or construction. Also includes all functions that pertain to the obtaining of any supply, service or construction, including a description of requirements, selection and solicitation of sources, preparation and award of contracts, and all phases of contract administration.

**Purchasing Agent** – the Director of the Fulton County Department of Purchasing; the principal purchasing official for the County.

**Responsible bidder or responsible offeror** – means a person or entity that has the capability in all respects to perform fully and reliably the contract requirements.

**Scope of work** – means the work that is required by the contract documents.

**Shall** – denotes imperative.

**Solicitation** – an invitation for bid, a request for proposal, a request for quotation, or any other document issued by the County for the purpose of soliciting bids or bids to perform a County contract.

**Specifications** – means any description of the physical or functional characteristics or of the nature of a supply, service or construction item. It may include a description of any requirement for inspecting, testing or preparing a supply, service or construction item for delivery.

## 1.2 Clarification and Interpretations

Bidders may submit requests for clarifications or interpretations regarding this ITB. Bidders must prepare such requests in writing for the County's consideration as set forth in this section of this ITB. While the County has not placed an initial limitation on the number of requests which can be submitted, Bidders are cautioned that if Bidders do not request meaningful clarifications or interpretations in an organized manner (e.g., limited frequency of requests), the County will set restrictions on the frequency and number of requests permitted. The County will not respond to requests received after **August 30, 2006 at 5:00 P.M.**, local prevailing time. Bidders are advised that this section places no obligation on the part of the County to respond to any or all requests for clarification or interpretation, and that the County's failure to respond to any such request will not relieve the bidder of any obligations or conditions required by this ITB.

Request for clarification or interpretation regarding this ITB shall only be submitted in writing (letter, fax or email) to:

Attn: Malcolm Tyson, Assistant Purchasing Agent  
Fulton County Department of Purchasing  
Fulton County Public Safety Building  
130 Peachtree Street, SW, 1168  
Atlanta, GA 30303  
Phone: (404) 730-5811  
Fax: (404) 335-5808  
[malcolm.tyson@co.fulton.ga.us](mailto:malcolm.tyson@co.fulton.ga.us)

All responses to written requests for clarification, interpretation, or additional information will be distributed as addenda to this ITB to all persons registered with the County to have received a copy of the ITB.

No oral interpretation, instruction, or information concerning this ITB given by any employee or agent of the County shall be binding on the County. Bidders who submit a bid in reliance on any such oral information risk having their response to this ITB deemed non-responsive by the County. Only written responses issued by addendum to this ITB should be considered by the bidders.

During the period provided for the preparation of bids, the County may issue addenda to this ITB. These addenda will be numbered consecutively and will be distributed to those who have been issued a copy of this ITB. Additionally, the addenda will be posted on the Fulton County website, [www.co.fulton.ga.us](http://www.co.fulton.ga.us). These addenda will be issued by, or on behalf of, the County and will constitute a part of this ITB. Each bidder is required to acknowledge by submitting an executed acknowledgement form included with this bid. This acknowledgment shall include all addenda distributed prior to the bid submission date. All responses to this ITB shall be prepared with full consideration of the addenda issued prior to the bid submission date.

### **1.3 Site Examination**

Site visits to the sampling stations are optional. However, bidders are encouraged to visit each of the permanent sampling stations at their own expense.

### **1.4 Bid**

All Bids must be made on the Bid forms contained herein. The Bid shall be enclosed in a sealed envelope, addressed to Department of Purchasing, Fulton County Public Safety Building, 130 Peachtree Street, S.W., Suite 1168 Atlanta, Georgia 30303 and labeled "Bid for ITB#0650931YC, Water Quality Monitoring Project."

### **REQUIRED SUBMITTALS**

The bidder **must complete and execute** the following:

1. Bid Summary Form
2. Equal Business Opportunity (EBO) Plan
3. Certification of Acceptance of Bid/Proposal Requirements
4. Corporate or Partnership Certificate
5. Non-Collusion Affidavit of Prime Bidder
6. Non-Collusion Affidavit of Subcontractor
7. Contract Compliance Forms, fully executed
  - a. Promise of Non-Discrimination (Exhibit A)
  - b. Employment Report (Exhibit B)
  - c. Schedule of Intended Subcontractor Utilization (Exhibit C)
  - d. Letter of Intent to Perform As a Subcontractor or Provide Materials or Services (Exhibit D)
  - e. Declaration Regarding subcontractor Practices (Exhibit E)
  - f. Joint Venture Disclosure Affidavit (Exhibit F)
  - g. Prime Contractor/Subcontractor Utilization Report (Exhibit G)

The original signed bid with three (3) copies shall be submitted in a sealed package, clearly marked on the outside "Bid for the ITB#06ITB50931YC, Water Quality Monitoring Project."

Bid shall be publicly opened, with only the names and total bid price of the bidders disclosed at the opening.

### **1.5 Bid and Contract Security**

A Performance Bond shall be an amount equal to 100% of the total bid amount payable by the terms of the contract and must accompany each Bid. The bond shall be submitted in a separate, sealed envelope marked "Bid Performance Bond."

### **1.6 Right to Reject Bids**

The County reserves the right to reject any or all bids and to waive informalities. No bids will be received after the time set for opening bids. Any unauthorized conditions, limitations or provisions attached to the Bid, except as provided herein, will render it



informal and may cause its rejection. Unbalanced bids will be subject to rejection. Any bidder may withdraw his/her bid, either personally or by telegraphic or written request, at any time prior to the scheduled closing time for receipt of bids. Telegraphic or written requests for withdrawal must be in the possession of the County prior to the closing time for receipt of bids.

#### **1.7 Disqualification of Bidders**

The submission of more than one (1) bid to the County as the primary Bidder or member of a joint venture for the same bid by an individual firm, partnership or corporation under the same or different names may be considered as sufficient for disqualification of a bidder and the rejection of the bid.

#### **1.8 Applicable Laws**

All applicable laws and regulations of the State of Georgia and ordinances and regulations of Fulton County shall apply. Protestors shall seek resolution of their complaints in the manner provided in the Fulton County Code of Laws §2-324, which is incorporated by reference herein.

#### **1.9 Examination of Contract Documents**

Prospective bidders shall examine the contract documents and before submitting a bid, shall make a written request to the County for an interpretation or correction of any ambiguity, inconsistency or error therein which could be discovered by a bidder. At the bid opening each bidder shall be presumed to have read and be familiar with the contract documents.

#### **1.10 Termination**

The County may terminate the contract resulting from this solicitation at any time the Contractor fails to carry out the contract provisions, if in the opinion of the County, the performance of the contract is unreasonably delayed, or the Contractor is in direct violation of the contract conditions. The County shall provide the Contractor with notice of any conditions which violate or endanger the performance of the contract and, if after such notice the contractor fails to remedy such conditions within thirty (30) days, to the satisfaction of the County, the County may exercise their option in writing to terminate the Contract without further notice to the Contractor and order the Contractor to stop work immediately and vacate the premises. Contractor agrees by its bid submission that the County's decision is final and valid.

#### **1.11 Indemnification and Hold Harmless Agreement**

The successful contractor will agree to indemnify, save harmless and defend the County, its agents, servants, and employees from all lawsuits, claims, demands, liabilities, losses and expenses for or on account of any injury or loss in connection with the work performed under this contract: Provided, however the Contractor shall not be liable for any damages resulting for the sole negligent or intentional acts or omission of the County and its employees, agents or representatives.

**1.12 Irrevocable Offer**

No bid may be modified, withdrawn, or cancelled by the bidder for sixty (60) days following the date and time designated for receipt of bids and each bidder so agrees in submitting its bid. All adjustment factors shall remain valid during this time period unless noted otherwise.

Prior to the date and time designated for receipt of bids, a bid may be withdrawn on written or facsimile (fax) request, provided that written confirmation of any fax withdrawal over the signature of the bidder must have been mailed and postmarked on or before the date and time set for receipt of bids. A withdrawn bid may be resubmitted up to the date and time designated for receipt of bids, provided that it is then fully in conformance with these Instructions to Bidders.

**1.13 Wage Clause**

Pursuant to 102-391, Each Contractor shall agree that in the performance of the Contract he will comply with all lawful agreements, if any, which the Contractor had made with any association, union, or other entity, with respect to wages, salaries, and working conditions, so as not to cause inconvenience, picketing, or work stoppage.

**1.14 Notice of Award of Contract**

As soon as possible, and within sixty (60) days after receipt of bids, the County shall notify the successful Bidder of the Award of Contract.

The award shall be made by the Board of Commissioners of Fulton County to the lowest responsive, responsible bidder(s) as soon as possible after receipt of bids, taking into consideration price and the responsiveness to the requirements set forth in the Invitation to Bid. In such case, no claim shall be made by the selected Contractor(s) for loss of profit if the contract is not awarded or awarded for less work than is indicated and for less than the amount of his bid. The total of the awarded contract shall not exceed the available funds allocated for this project.

Should the County require additional time to award the contract, the time may be extended by mutual agreement between the County and the successful bidder. If an Award of Contract has not been made within sixty (60) days from the bid date or within the extension mutually agreed upon, the Bidder may withdraw the Bid without further liability on the part of either party.

Any award made by the Board of Commissioners as a result of this bid will begin from the date of the Notice to Proceed. The Bidder hereby agrees to commence work under this Contract, with adequate personnel and equipment, on a date to be specified in a written Notice to Proceed (NTP). The contract shall become effective on the Contract Date and shall continue in effect until the end of the term of the contract or until the project has been closed-out by the County unless earlier terminated pursuant to the termination provisions of the contract.

### **1.15 Execution of Contract Documents**

Upon notification of Award of Contract, the County shall furnish the Contractor the conformed copies of Contract Documents for execution by the Contractor.

Within fifteen (15) days after receipt the Contractor shall return all the documents properly executed by the Contractor.

Any agreement or contract resulting from the acceptance of a bid shall be on a County approved document form. The County reserves the right to reject any agreement that does not conform to the Invitation to Bid and any County requirements for agreements and contracts. The County reserves the right to modify the agreement resulting from this bid upon the recommendation of the County Attorney.

### **1.16 Joint Venture**

Any Bidder intending to respond to this solicitation as a joint venture must submit an executed joint venture agreement with its offer. The agreement must designate those persons or entities authorized to execute documents or otherwise bind the joint venture in all transactions with Fulton County, or be accompanied by a document, binding upon the joint venture and its constituent members, making such designation. Offers from joint ventures that do not include these documents will be rejected as being non-responsive.

### **1.17 Contractors Compliance with Procurement**

Should any Bidder submit a response to the County promising to provide a certain level of service for either the scope of work, MFBE participation, or any other matter, including where such promise or assurance is greater than what is required by the procurement documents, and should this response containing the promise or assurance be accepted by the County and made a part of the Contract Documents, then this degree or level of service promised by the bidder relating to the scope of work, MFBE participation, or other matter shall be considered to be a material part of the Agreement between the bidder and the County, such that the bidder's failure to provide the agreed upon degree or level of service or participation shall be a material breach of the Agreement giving the County just cause to terminate the Agreement for cause, pursuant to the General Conditions of the Agreement.

## **SECTION 2 – PURCHASING FORMS AND INSTRUCTIONS**

### **2.0 Instructions**

To be deemed responsive to this ITB, Bidders must provide the information requested and complete in detail all Bid Forms. The appropriate individual(s) authorized to commit the Bidder to the project must sign the Bid Forms. Bidders should reproduce each Bid Form, as required, and complete the appropriate portions of the forms provided in this section.

Procurement Affidavits:

|                              |   |
|------------------------------|---|
| Procurement Affidavit Form 1 | Certification Regarding Debarment   |
| Procurement Affidavit Form 2 | Form A: Non-Collusion Affidavit (Prime)<br><br>Form B: Sub-Contractor Non-Collusion Affidavit |
| Procurement Affidavit Form 3 | Certificate of Acceptance of Invitation to Bid Requirements                                   |
| Procurement Affidavit Form 4 | Offeror's Disclosure Form & Questionnaire   |

## **2.1 Procurement Affidavit Forms Description**

The following paragraphs present an overview of each Procurement Affidavit Form required:

## **2.2 Certificate Regarding Debarment**

Bidder shall complete and submit Form 1, which certifies that neither it nor its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from doing business with any government agency.

## **2.3 Non-Collusion Affidavit (Prime)**

The Bidder shall include a copy of Proposal Form 2A, executed by an authorized officer of the corporation. Bids developed by a joint venture shall be similarly executed by all joint venture participants. Additionally, all sub-contractors shall execute a copy of Bid Form 2B which shall also be submitted with the bid.

## **2.4 Non-Collusion Affidavit (Sub-Contractor)**

The Bidder shall include a copy of Bid Form 2B, executed by an authorized officer of the corporation which shall be submitted with the bid.

## **2.5 Certificate of Acceptance of Invitation to Bid Requirements**

Bidder shall complete and submit Form 3, which certifies that Bidder has read the solicitation including all addenda, exhibits, attachments, and appendices.

## **2.6 Offeror's Disclosure Form & Questionnaire**

The Bidder shall include a copy the Form, executed by an authorized officer of the corporation which shall be submitted with the bid.

## **FORM 1**

### **CERTIFICATION REGARDING DEBARMENT**

- (1) The Offeror certifies that neither it or its subcontractors is presently debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from doing business with any government agency. Any such exclusion may cause prohibition of your firm from participating in any procurement by the Fulton County Government.
- (1) If the Offeror is unable to certify to any of the statements in this certification, such Offeror or subcontractor shall attach an explanation to this bid or proposal.

### **INSTRUCTIONS FOR CERTIFICATION**

By signing and submitting this certification, the Offeror is providing the certification set out below:

- (1) The certification in this clause is a material representation of fact upon which reliance will be placed. If it is later determined that the prospective vendor knowingly rendered a false certification, the Purchasing Agent may pursue all available remedies, including suspension and/or debarment, for withdrawal of award or termination of a contract.
- (2) The prospective Offeror shall provide immediate written notice to the Purchasing Agent if at anytime the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (3) Offeror shall be under a continuing duty to immediately inform the Purchasing Agent in writing of any changes, if as a result of such changes, the Offeror certification regarding debarment is affected.

### **DEBARMENT ORDINANCE**

The following Section 2-322 of Fulton County Code of Laws establishes the procedure for the debarment of contractors.

#### **(a) Authority to suspend.**

After reasonable notice to the entity involved and reasonable opportunity for that entity to be heard, the Purchasing Agent, after consultation with user department, the County Manager and the County Attorney shall have the authority to suspend an entity for cause from consideration for award of county contracts. As used in this section, the term entity means any business entity, individual, firm, contractor, subcontractor or business corporation, partnership, limited liability corporation, firm, contractor, subcontractor or business structured; provided, further, that any such entity shall also be subject to suspension under this section if any of its constituents, members, subcontractors at any tier of such entity's and the entity, or any constituent or member, knew or should have known of the commission of the act. The suspension shall be for a period not to exceed three (3) years unless cause is based on a felony conviction for an offense related or associated with fraudulent contracting or misappropriation of funds wherein the suspension shall not exceed seven (7) years.

**(b) Causes for Suspension. The causes for suspension include:**

- 1) Conviction for commission of a criminal offense as an incident to obtain or attempting to obtain a public or private contract or subcontract, or in performance of such contract or subcontract;
- 2) Conviction of state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property or other offense indicating a lack of business integrity or business honesty which currently, seriously and directly affects responsibility as a county contractor.
- 3) Conviction of state or federal anti-trust statutes arising out of the solicitation and submission of bids and proposals;
- 4) Violation of contract provisions, as set forth below, of a character which is regarded by the Purchasing Agent to be so serious as to justify suspension action:
  - a. Failure to perform in accordance with the specifications within a time limit provided in a county contract;
  - b. A recent record of failure to perform or unsatisfactory performance in accordance with the terms of one or more contracts; provided, that failure to perform or unsatisfactory performance caused by acts beyond the control of the contractor shall not be considered to be a basis for suspension;
  - c. Material representation of the composition of the ownership or workforce or business entity certified to the county as a minority business enterprise; or
  - d. Falsification of any documents.
- 5) For violation of the ethical standards set forth in Fulton County Code Chapter 9, Code of Ethics.
- 6) Knowing misrepresentation to the county, of the use which a majority owned contractor intends to make a minority business enterprise (a business entity at least 51 percent of which is owned and controlled by minority persons, as defined in Fulton County Code Chapter 6, Article B, Minority Business Enterprise Affirmative Action Program and certified as such by the County) as a subcontractor or a joint venture partner, in performing work under contract with the County.

Failure to fully and truthfully provide the information required, may result in the disqualification of your bid/proposal from consideration or termination of the Contract, once awarded. This document must be completed and included as a part of the bid/proposal package along with other required documents.

Under penalty of perjury, I declare that I have examined this certification and all attachments hereto, if applicable, to the best of my knowledge and belief, and all statements contained hereto are true, correct, and complete.

SIGNATURE PAGE FOLLOWS

On this \_\_\_\_\_ day of \_\_\_\_\_, 2005

\_\_\_\_\_  
(Legal Name of Offeror) (Date)

\_\_\_\_\_  
(Signature of Authorized Representative) (Date)

\_\_\_\_\_  
(Title)



**FORM 2A**  
**NON-COLLUSION AFFIDAVIT OF PRIME BIDDER**

**STATE OF GEORGIA**

**COUNTY OF FULTON**

I, \_\_\_\_\_ certify that pursuant to Fulton County Code Section 2-320 (11), this bid or proposal is made without prior understanding, agreement or connection with any corporation, firm or person submitting a bid for the same work, labor or service to be done or the supplies, materials or equipment to be furnished and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of state and federal law and can result in fines, prison sentences and civil damages awards. I agree to abide by all conditions of this bid or proposal and certify that I am authorized to sign this bid or proposal for the bidder.

Affiant further states that pursuant to O.C.G.A. Section 36-91-21 (d) and (e), \_\_\_\_\_ has not, by itself or with others, directly or indirectly, prevented or attempted to prevent competition in such bidding or proposals by any means whatsoever. Affiant further states that (s)he has not prevented or endeavored to prevent anyone from making a bid or offer on the project by any means whatever, nor has Affiant caused or induced another to withdraw a bid or offer for the work.

Affiant further states that the said offer of \_\_\_\_\_ is bona fide, and that no one has gone to any supplier and attempted to get such person or company to furnish the materials to the bidder only, or if furnished to any other bidder, that the material shall be at a higher price.

\_\_\_\_\_  
(COMPANY NAME)

\_\_\_\_\_  
(PRESIDENT/VICE PRESIDENT)

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_.

\_\_\_\_\_  
(SECRETARY/ASSISTANT SECRETARY)

(Affix corporate seal here, if a corporation)

Notary Public: \_\_\_\_\_

County: \_\_\_\_\_

Commission Expires: \_\_\_\_\_

**NOTE:**

**IF THE OFFEROR IS A PARTNERSHIP, ALL OF THE PARTNERS AND ANY OFFICER, AGENT, OR OTHER PERSON WHO MAY HAVE REPRESENTED OR ACTED FOR THEM IN BIDDING FOR OR PROCURING THE CONTRACT SHALL ALSO MAKE THIS OATH.**

**IF THE OFFEROR IS A CORPORATION, ALL OFFICERS, AGENTS, OR OTHER PERSONS WHO MAY HAVE ACTED FOR OR REPRESENTED THE CORPORATION IN BIDDING FOR OR PROCURING THE CONTRACT SHALL MAKE THE OATH.**

**FORM 2B**

**NON-COLLUSION AFFIDAVIT OF SUBCONTRACTOR**

**STATE OF GEORGIA**

**COUNTY OF FULTON**

I, \_\_\_\_\_ certify that pursuant to Fulton County Code Section 2-320 (11), this bid or proposal is made without prior understanding, agreement or connection with any corporation, firm or person submitting a bid for the same work, labor or service to be done or the supplies, materials or equipment to be furnished and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of state and federal law and can result in fines, prison sentences and civil damages awards. I agree to abide by all conditions of this bid or proposal and certify that I am authorized to sign this bid or proposal for the bidder.

Affiant further states that pursuant to O.C.G.A. Section 36-91-21 (d) and (e), \_\_\_\_\_ has not, by itself or with others, directly or indirectly, prevented or attempted to prevent competition in such bidding or proposals by any means whatsoever. Affiant further states that (s)he has not prevented or endeavored to prevent anyone from making a bid or offer on the project by any means whatever, nor has Affiant caused or induced another to withdraw a bid or offer for the work.

Affiant further states that the said offer of \_\_\_\_\_ is bona fide, and that no one has gone to any supplier and attempted to get such person or company to furnish the materials to the bidder only, or if furnished to any other bidder, that the material shall be at a higher price.

\_\_\_\_\_  
(COMPANY NAME)

\_\_\_\_\_  
(PRESIDENT/VICE PRESIDENT)

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_.

\_\_\_\_\_  
(SECRETARY/ASSISTANT SECRETARY)

(Affix corporate seal here, if a corporation)

Notary Public: \_\_\_\_\_

County: \_\_\_\_\_

Commission Expires: \_\_\_\_\_

**NOTE:**

**IF THE OFFEROR IS A PARTNERSHIP, ALL OF THE PARTNERS AND ANY OFFICER, AGENT, OR OTHER PERSON WHO MAY HAVE REPRESENTED OR ACTED FOR THEM IN BIDDING FOR OR PROCURING THE CONTRACT SHALL ALSO MAKE THIS OATH.**

**IF THE OFFEROR IS A CORPORATION, ALL OFFICERS, AGENTS, OR OTHER PERSONS WHO MAY HAVE ACTED FOR OR REPRESENTED THE CORPORATION IN BIDDING FOR OR PROCURING THE CONTRACT SHALL MAKE THE OATH.**

**FORM 3**

**FULTON COUNTY CERTIFICATE OF ACCEPTANCE OF BID REQUIREMENTS**

This is to certify that on this day Bidder/Proposer acknowledges that he/she has read this Bid Document, pages \_\_\_\_\_ to \_\_\_\_\_ inclusive, including Addendum(s) \_\_\_\_ to \_\_\_\_, and/or appendices \_\_\_\_ to \_\_\_\_, in its entirety, and agrees that no pages or parts of the document have been omitted, that he/she understands, accepts and agrees to fully comply with the requirements therein, and that the undersigned is authorized by the bidding/proposing company to submit the bid/proposal herein and to legally obligate the Bidder/Proposer thereto.

Company: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

(Corporate Seal)

## **OFFEROR'S DISCLOSURE FORM AND QUESTIONNAIRE**

1. Please provide the names and business addresses of each of the Offeror's firm's officers and directors.

For the purposes of this form, the term "Offeror" means an entity that responds to a solicitation for a County contract by either submitting a proposal in response to a Request for Proposal or a Request for Qualification or a Bid in response to an Invitation to Bid.

Describe accurately, fully and completely, their respective relationships with said Offeror, including their ownership interests and their anticipated role in the management and operations of said Offeror.

2. Please describe the general development of said Offeror's business during the past five (5) years, or such shorter period of time that said Offeror has been in business.
3. Please state whether any employee, agent or representative of said Offeror who is or will be directly involved in the subject project has or had within the last five (5) years: (i) directly or indirectly had a business relationship with Fulton County; (ii) directly or indirectly received revenues from Fulton County; or (iii) directly or indirectly receives revenues from the result of conducting business on Fulton County property or pursuant to any contract with Fulton County. Please describe in detail any such relationship.

### **LITIGATION DISCLOSURE:**

**Failure to fully and truthfully disclose the information required, may result in the disqualification of your bid or proposal from consideration or termination of the Contract, once awarded.**

1. **Please state whether any of the following events have occurred in the last five (5) years with respect to said Offeror. If any answer is yes, explain fully the following:**

- (a) whether a petition under the federal bankruptcy laws or state insolvency laws was filed by or against said Offeror, or a receiver fiscal agent or similar officer was appointed by a court for the business or property of said Offeror;
- (b) whether Offeror was subject of any order, judgment, or decree not subsequently reversed, suspended or vacated by any court of competent jurisdiction, permanently enjoining said Offeror from engaging in any type of business practice, or otherwise eliminating any type of business practice; and

(c) whether said Offeror's business was the subject of any civil or criminal proceeding in which there was a final adjudication adverse to said Offeror, which directly arose from activities conducted by the business unit or corporate division of said Offeror which submitted a bid or proposal for the subject project. If so please explain.

2. Have you or any member of your firm or team to be assigned to this engagement ever been indicted or convicted of a criminal offense within the last five (5) years?

Circle One:            YES                            NO

3. Have you or any member of your firm or team been terminated (for cause or otherwise) from any work being performed for Fulton County or any other Federal, State or Local Government?

Circle One:            YES                            NO

4. Have you or any member of your firm or team been involved in any claim or litigation adverse to Fulton County or any other federal, state or local government, or private entity during the last three (3) years?

Circle One:            YES                            NO

5. Has any offeror, member of offeror's team, or officer of any of them (with respect to any matter involving the business practices or activities of his or her employer), been notified within the five (5) years preceding the date of this offer that any of them are the target of a criminal investigation, grand jury investigation, or civil enforcement proceeding?

Circle One:            YES                            NO

If you have answered "YES" to any of the above questions, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, the name of the court and the file or reference number of the case, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your proposal.

**NOTE: If any response to any question set forth in this questionnaire has been disclosed in any other document, a response may be made by attaching a copy**

**of such disclosure. (For example, said Offeror's most recent filings with the Securities and Exchange Commission ("SEC") may be provided if they are responsive to certain items within the questionnaire.) However, for purposes of clarity, Offeror should correlate its responses with the exhibits by identifying the exhibit and its relevant text.**

Disclosures must specifically address, completely respond and comply with all information requested and fully answer all questions requested by Fulton County. Such disclosure must be submitted at the time of the bid or proposal submission and included as a part of the bid/proposal submitted for this project. Disclosure is required for Offerors, joint venture partners and first-tier subcontractors.

Failure to provide required disclosure, submit officially signed and notarized documents or respond to any and all information requested/required by Fulton County can result in the bid/proposal declared as non-responsive. This document must be completed and included as a part of the bid/proposal package along with other required documents.

[SIGNATURES ON NEXT PAGE]



Under penalty of perjury, I declare that I have examined this questionnaire and all attachments hereto, if applicable, to the best of my knowledge and belief, and all statements contained hereto are true, correct, and complete.

On this \_\_\_\_\_ day of \_\_\_\_\_, 2006

(Date)

\_\_\_\_\_  
(Legal Name of Proponent)

(Date)

\_\_\_\_\_  
(Signature of Authorized Representative)

\_\_\_\_\_  
(Title)

**Sworn to and subscribed before me,**

this \_\_\_\_\_ day of \_\_\_\_\_, 2006

\_\_\_\_\_  
(Notary Public)

\_\_\_\_\_  
(Seal)

Commission Expires \_\_\_\_\_  
(Date)

### 3.0 Description of Project

Fulton County is soliciting bids to perform water quality monitoring and sampling activities, as described in the September 2000, Atlanta Regional Phase 1 National Pollution Discharge Elimination System (NPDES) Permit, Storm water Monitoring Program; the Metropolitan North Georgia Water Planning District (MNGWPD), District – wide Watershed Management Plan, Storm water Monitoring Program; and the Monitoring Plan included in the County Watershed Protection Plan (WPP). **This project is not a Watershed Assessment project.**

- **Firms that are pre-qualified to provide Task 6 services are not prevented from bidding on this project.**

The scope of this project involves the following key program elements:

- Screening for Illicit Connections is to be performed during dry weather at individual storm water outfalls and/or points in the drainage system when several outfalls are combined that drain to 303(d) listed waters of the state.
- Grab Sampling Trend Monitoring sites on 303(d)/305(d) listed stream. These sampling activities will be collected independently of the flow composite water quality monitoring to allow greater flexibility responding to storm events without compromising the samples holding time.
- Water Quality monitoring involves both wet and dry weather storm water quality sampling at two (2) existing permanent stations and selected in stream locations.
- Biological/Habitat Assessment involves sample collection and evaluation of biological data appropriate for Georgia streams, in order to identify trends in stream integrity and general quality conditions.

The biological sampling effort is being implemented to assist the County to initiate part of the MNGWPD District-Wide Management Plan, Stream Monitoring Program and the County's Watershed Protection Plan (WPP) required by the Wastewater Treatment Plant NPDES.

The contractor selected may be required to assist the County in data collection and preparation of the County's NPDES, MS4 and WPP Annual Report (optional), to be submitted to the State of Georgia on June 15<sup>th</sup> of each year during the term of this Agreement.

Prior to submitting bids, all bidders are required to thoroughly review the following:

- The 2000 edition of the Atlanta Region Phase I, NPDES Storm Water Monitoring Program Report to ensure that all of the relevant program elements are incorporated into the Project Scope of Service.
- The Metropolitan North Georgia District-Wide Watershed Management Plan-Final Report, dated September 2003, to ensure that the relevant program elements are incorporated into the Project Scope of Service.
- The latest revised Fulton County Watershed Protection Plan.

The above documents will be available at the County's Public Works Department, Water Service

Division.

### 3.1 Scope of Work

This project involves the efforts to continue the County's Storm water Monitoring Program activities covered by: its Municipal Separate Storm Sewer System (MS4) Permit; the Metropolitan North Georgia Water Planning District (the District), District – wide Watershed Management Plan, Storm water Monitoring Program; and the Monitoring Plan as described in the County's Watershed Protection Plan. The County's MS4 Permit requires the collection of wet and dry weather samples at sampling stations. The County existing in - stream stations utilize American Sigma 900 MAX Automatic Refrigerated Samplers

The County's existing permanent in-stream sampling stations are at the following locations:

- Johns Creek at Buice Road (FLLT-01), North Fulton.
- Unnamed tributary to the Chattahoochee River at Boat Rock Boulevard (FLLT-02), South Fulton.

| LONG TERM WET WEATHER TREND MONITORING SITES (in-stream) |         |             |                         |
|--|---------|-------------|-------------------------|
| Fulton County  | FLLT-01 | Johns Creek | Residential, Open Space |
| Fulton County  | FLLT-02 | See FLLT-02 | Industrial, Open Space  |

This project includes these important elements: dry weather screening and field inspections of storm sewer outfalls to ensure that only illegal discharges and/or illicit flows are observed and any existing illicit connections to the MS4; grab sampling trend monitoring of streams in Fulton County, utilizing consistent tracking and data management method to promote consistency in watershed based water quality monitoring; identifying water quality impairments and improvements; using consistent data analysis techniques to ensure comparability between the applicable metro jurisdictions; the implementation of quality assurance and quality control measures and procedures to ensure the collection of precise and accurate data for the County's NPDES permits. Monitoring, sampling, and reporting shall comply with the NPDES Permits for the Water Pollution Control Plant and MS4. All analysis of samples shall be conducted according to approved test procedures outlined in 40 CFR Part 136. The selected Contractor shall follow the Georgia Environmental Protection Division (GA EPD) guidance for submitting water quality data. The Contractor shall provide containers necessary to perform all sampling activities, including the containers needed to deliver samples for laboratory analysis. ***The Contractor is required to comply with the Metropolitan North Georgia Water Planning District, Water Quality Monitoring Plan Standards and Methodologies for Surface Water Monitoring. As the project monitoring and/or sampling efforts are in progress, the Contractor will be required to make the necessary adjustments to accommodate any updates to the Standard and Methodologies approved by the Atlanta Regional Commission (ARC) and/or the District. The Contractor, before the start of any sampling effort shall obtain and follow the most recent draft of the Standard Operating Procedures (SOP) for the collection, identification and assessment of both benthic macroinvertebrates and fish. Also obtain the appropriate Georgia Environmental Protection Division (GAEPD) developed subcoregional***

*reference condition to be used in the analysis of the macroinvertebrate community data collected.*

The selected Contractor will be required to work closely with the Water Services staff. The project base duration will be approximately 12 months. However, the work described in this scope of work is for each permit year, with the option to renew yearly, up to three (3) additional years.

The County's Storm Water Monitoring frequency consists of two seasons:

The water quality trend sampling seasons consist of summer (May – October) and the winter (November – April) seasons. Samples are collected annually at approximately one per month from specific sampling locations.

The project goals and objectives are:

- Obtain specific and measurable water quality data from all sampling locations.
- Perform fecal coliform and E-coli monitoring/sampling effort on impaired waters identified on the State of Georgia 303(d) list streams applicable to Fulton County;
- Assess the current status of streams in watersheds with respect to water quality improvements and designated uses;
- Utilizing the water quality data collected to identify the primary causes of the stream impairment in order to recommend necessary actions for improving stream integrity and/or the removal of the stream from off the State of Georgia 303(d) list (de-listing purposes);
- Collect and evaluate biological samples at the selected locations;
- Develop and evaluate water quality trends from data collected from the receiving waters over the permit period;
- Identify illicit discharges into the County's Municipal Separate Storm Sewer System (MS4);
- Identify fecal coliform contamination of surface waters resulting from illicit connections or seepage into the Municipal Separate Storm Sewer System (MS4); and
- Screen storm water outfalls to identify storm water quality pollutants, illicit discharges, and connections and provide the solution into reduce and/or eliminate the illicit discharges into the MS4
- Provide ongoing monitoring to verify that the BMPs or strategies and programs presented in the County Watershed Protection Plan (WPP) are working to prevent and/or reduce Fecal Coliform contamination in stream.
- Provide the information necessary to modify BMPs or strategies where required to achieve water quality standard, as established by GAEPD.

The project involves the following tasks:

- ◆ **Task 1** Project management functions which are performed throughout the project including developing an approach to executing the project. (Heptachlor Expoxide Sampling)

- ◆ **Task 2** Monitoring station maintenance
- ◆ **Task 3** Water quality flow composite monitoring (optional)
- ◆ **Task 4** Dry weather outfall screening for illicit discharges
- ◆ **Task 5** Grab Sampling Water Quality Monitoring
- ◆ **Task 6** Biological/Habitat Assessment
- ◆ **Task 7** Laboratory analysis (optional)
- ◆ **Task 8** Non-Routine/Emergency Services
- ◆ **Task 9** Annual report preparation and update of the County's report to EPD (optional)

Those items indicated as optional may not be performed under this contract at the County's discretion.

Contractor shall be responsible for the following Project Management efforts:

### **Task 1: Project Management**

#### 1.1 Project

#### 1.1 Project Management Plan

1.1.1 Prepare and submit a project schedule for review and approval by the County. This schedule will be used as a project control system for the contractor and as a basis for status reporting. The project shall utilize appropriate software and shall be in a format that is acceptable to the County. The scheduled tasks shall meet the tasks used in the budget.

1.1.2 Provide the County with an itemized list of tasks and estimated cost per task, such that no task exceeds five (5) percent of the total contract amount. As the project progresses and information becomes available, it may be appropriate to redistribute the individual task budgets. The redistribution is to be authorized by the County prior to implementation.

#### 1.2 Project Work Plan

1.2.1 Prepare an overall draft project work plan that will provide the basis for accomplishing and completing the project. The work plan shall address the following subjects and include the following sections or items: Project Description, Preliminary Table of Contents, Preliminary List of Deliverables, Roles and Responsibilities, Sampling/Monitoring/Quality, Assurance/Control Plan, Schedule of Performance (Gantt Chart), all sub-plans and Project Budget for duration of the project and preliminary.

1.2.2 The work plan shall be submitted within 30 days of the Notice to Proceed. The County will review the plan and provide comments within 30 days of receipt of the plan. The Contractor shall provide response to the comments within 15 days of receipt and incorporate appropriate comments into the final work plan, which shall be submitted within 15 days after their response to comments.

- 1.2.3 The work plan shall define roles and responsibilities of Contractor's project team members and how they will interface with the County's staff.
- 1.2.4 The Contractor's project Team Manager and task leaders shall meet to develop project work plan assignments. The County's project representative shall be notified and is afforded the opportunity to attend this meeting by the Contractor.
- 1.2.5 Develop draft Rainfall Sampling Communications Plan detailing specific approach to monitoring weather forecasts and procedures designed to alert members of the Contractors' sampling team of a predicted rainfall event.

The plan will include the identification of the sampling team leader capable of interpreting weather forecasts, alerting and mobilizing team members of a predicted rainfall event.

The plan will include the use of Internet, local cable network, radar or other existing communications media providing current weather information. In addition, up to three members of the sampling team shall be available to perform sampling activities in the event a representative rain event occurs.

- 1.2.6 Develop a draft of Grab Sampling Water Quality Monitoring Implementation and Management Plan detailing the specifics and steps for identifying the monitoring/sampling locations or sites in the field and provide a summary of the approaches and procedures to be used to implement the collection and analyses of samples collected. This plan shall describe the reporting mechanism the Contractor will utilize to report the sampling results with interpretation to the County to satisfy Task 5. The County's Watershed Protection Plan (WPP) and the appropriate MS4, NPDES Phase I Storm Water Monitoring/Sampling Program reports shall be reviewed by the Contractor.
- 1.2.7 Data Management and Analysis. The Contractor shall develop a database to include sampling results, (to satisfy Task 5 and the other applicable tasks), geometric mean for bacteria samples from each location collected during winter and summer seasons, wet and dry weather samples and post-storm event samples for each location, field monitoring data sheets and outfall/site characteristics and sample parameters trends. Geometric mean values for each site shall be compared to values from GAEPD Water Quality Control Standards for fecal coliform and E-coli. Results of data analysis shall be reported in an ACCESS database format.

The Contractor shall locate, map, and update sampling/monitoring sites and storm sewer outfall database associated with 303(d) listed waters in Fulton County. The Contractor shall develop map showing all of the proposed in – stream field grab sampling sites locations, and biological monitoring sites associated with the County's Water Reclamation Facilities (WRF) and Water Pollution Control Plants (WPCP). The Contractor can utilize Figure 4.1, Long term Monitoring Stations from the Fulton County Watershed Protection Plan as a guide.
- 1.2.8 The Contractor is required to implement the data analysis and reporting recommendations for fecal coliform and other chemical monitoring as stated in the

current Atlanta Region NPDES Storm Water Monitoring Report, the Metropolitan North Georgia Water Planning District (the District) Watershed Management Plan and the County WPP.

- 1.2.9 The Contractor shall develop a draft of the Biological Monitoring Implementation Plan and Management Plan to satisfy Task 6. This plan shall identify the monitoring locations/sites in the field, a summary of the plan's approaches and procedures to implement Task 6, including the reporting mechanism, and the Contractor will utilize the report to monitor results with interpretation to the County.
- 1.2.10 The Contractor shall transfer quarterly and annually the results of all water quality sampling analysis to the County. All sampling analysis data and results shall be transferred to the County by the Contractor on or before April 1<sup>st</sup> of each year. If the County elects to approve the Contractor to complete Task 9, Annual Report preparation and update, the Contractor shall be responsible to transfer all water quality monitoring/sampling analyses/results, including documentation into the County's Annual Report, to be submitted to EPD. If the County elects not to approve the Contractor to complete Task 9, the Contractor shall **develop and** transfer all water quality monitoring/sampling information to the County. The transfer of water quality data/information to the County, **by the Contractor** shall be in a form ready to be inserted into the County's Annual Report, including all the necessary attachments and appendix to the report.
- 1.3 The Contractor will issue the draft plan for review by the County and incorporate comments.
- The Contractor shall:
- Develop all draft plans and overall plan.
  - Review and revise draft project work plan based on County comments.
  - Issue final work plan to the County for approval.
- 1.4 The Contractor shall incorporate all final plans into the overall project work plan.
- 1.5 The Contractor shall develop and update an Illicit Connection Implementation/Outfall and Management Plan through the contract term, detailing the specific approach and steps for identifying the source of existing illicit connections in order that they are eliminated.
- 1.6 The Contractor shall prepare a draft Storm Water QA/QC Sampling Plan. The Storm Water QA/QC Plan shall document proper procedures designed to ensure collection of samples are consistent and accurate data is generated for NPDES permit compliance and the County's Watershed Protection Plan (WPP).

The Contractor will develop the plan to include the following sampling elements:

- Sample collection procedures and techniques;
- Field quality assurance and quality control methods for collecting and evaluating representative samples, including the number of samples to be collected;

- Laboratory selection criteria and audit procedures;
  - Identify standard protocols for sample collection, field instrumentation calibration, QC sample collection, handling and identification, and cleaning procedures;
  - Delivery storage including quality control review of sample collection and analysis; and
  - The contractor shall develop a field inspection QA/QC for screening of major outfall effort described under Task 4.
- 1.7 The Contractor is required to review the Atlanta Region NPDES MS4 Phase I Storm Water Monitoring Report that address laboratory selection criteria and field QA/QC recommendations to ensure that this project is meeting QA/QC objectives.
- 1.8 The contractor is required to replace contaminated samples delivered for analysis at no cost to the County.
- 1.9 The Contractor shall review current data collection methods, management procedures and analysis techniques being used by members of the Atlanta Regional Storm Water Task Force (ARSWTF), the Metropolitan North Georgia Water Planning District (MNGWPD), Georgia Environmental Protection Division (GA EPD), and develop recommendations to the County on selecting a consistent data collection method, data management, data analysis technique, and reporting procedure comparable with the ARSWTF jurisdictions.
- 1.10 The Contractor shall perform the following:
- Review methods used by other Contractors and County staff to collect and track storm water monitoring data;
  - Review all current storm water sampling/monitoring data collected during the permit cycles, and prepare and provide recommendation to the County as to the best applicable ways to utilize the findings into County's future storm water monitoring program;
  - Review the method of analysis chosen to evaluate water quality trend data for its appropriateness in tracking trends over time;
  - Develop a report detailing the specific approach for selecting a consistent method of data collection, management and data reporting;
  - Issue the report for review and incorporate comments from the County; and
  - Incorporate the approved report and recommendations into the final project work plan.
- 1.11 Monitoring and Reporting
- 1.11.1 Meet with the County monthly to discuss all elements of the project; project status, milestones achieved, and prepare meeting minutes, including progress report.
- 1.11.2 Prepare monthly status report(s) that present the status of each task, update the project schedule, list milestones achieved, support and document schedule changes, update project costs and justify changes to the schedule or proposed project costs.
- 1.11.3 Contractor shall inform the Water Services staff of all possible sampling times, when the field sampling is performed; field inspections and field screening occurrence, and provide



a copy of inspections, sampling and field screening results, and laboratory report. (See Exhibit C – Schedule)

- 1.11.4 Storm Water Outfall Screening for Illicit Discharges: Describe all sampling, field inspections, and screening activity efforts, grab sampling results and the applicable recommendations for improving water quality of outfall flow. This report shall address work done for the winter and summer seasons dry weather flow and conditions as defined in the scope of service, and when applicable, the result of the quarterly field inspection of the 140 major outfall sites. Contractor shall develop the standard operating procedures for illicit discharge screening of outfall to be approved by the County.
- 1.11.5 The Contractor shall immediately provide the County with an oral report at the time the Contractor becomes aware of any noncompliance actions or fails to collect and analyze required samples, etc., and followed by a written report within two (2) days. The written report shall contain a description of the noncompliance and its cause, the exact dates and times of noncompliance or if not corrected, the anticipated time the noncompliance is expected to continue and steps taken by the Contractor to reduce, eliminate and prevent recurrence of the compliance.
- 1.11.6 Basis for payment of project management functions.

The cost for project management activity shall be included in the unit price bid for sampling and monitoring and no separate payment shall be provided. Billing for all of task #6 shall be divided into three (3) billing units, (1) Fish sampling data completion 40%, (2) Macro invertebrate sampling completion 40%, and (3) Final Report 20%, upon approval of the County.

- 1.12 Project Closeout
  - 1.12.1 Archive and deliver the following functional management information developed as part of this project: 1) Project Management Plan, 2) Project Work Plan, 3) Water Quality Data Collected in electronic format, including one hard copy, and 4) Lab Analyses results in electronic format, including one hard copy.
  - 1.12.2 Archive and deliver hard copies and electronic files of deliverables with appropriate backup to the County.
  - 1.12.3 Prepare and submit a project close out report to the County describing the performance of the project variances and lessons learned with recommendations to the County for improving future water quality monitoring efforts.

## **Task 2: Monitoring Station Maintenance**

- 2.1 The Contractor shall maintain access to all monitoring stations.
- 2.2 The Contractor is required to establish and maintain electrical and telephone services to all permanent-monitoring stations. Modem lines and cellular forms of communication between the stations and the Contractor sampling team are encouraged. The Contractor shall ensure that all sampling stations are operating continuously throughout the term of the project.

- 2.3 The Contractor shall provide a schedule for maintenance activities. The schedule shall be included in the project work plan with procedures designed to ensure continuous sampling in order that the County remains in compliance with its NPDES, MS4 Permit.
- 2.4 The Contractor shall conduct routine maintenance and inspections of equipment to prevent equipment damage during the term of this project and if equipment is damaged or is not operational perform all necessary activities and effort for the equipment to be ready for collecting samples.
- 2.5. Contractor shall operate and maintain the equipment in accordance with manufacturer's instructions. The following are activities where special attention is warranted:
  - 2.5.1 Contractor shall place the sampler in the manual pump mode by pressing the Manual Mode key located on the front panel of the controller after collecting a sample and clean the intake tubing pump by pumping water with a mild detergent solution through the tubing. Do not lubricate the pump tubing or the intake tubing.
  - 2.5.2 Contractor shall clean the interior and exterior of each sampler cabinet once a month with a damp sponge and mild detergent. Abrasive cleaners shall not be used.
  - 2.5.3 Contractor shall clean the sample bottles at each station after collecting a sample using a brush and a mild detergent, followed by a fresh water rinse and a distilled water rinse.
  - 2.5.4 Contractor shall inspect each sensor, surge protectors, and remove any debris found in the Rain Gauge Tipping Bucket and sampler tubing at each station. Results of inspection shall be forwarded to the County.
- 2.6 The Contractor shall submit monthly progress reports summarizing results of scheduled inspections and maintenance of monitoring stations, dates activities were performed as described in the schedule for maintenance activities.

Monitoring Station Maintenance Basis for Payment

- 2.7 The cost for routine maintenance of the monitoring stations shall be included in the unit price bid for the sampling and monitoring and no separate payment shall be provided.

**Task 3: Water Quality Flow Composite Monitoring (Optional)**

- 3.1 The CONTRACTOR is required to collect twenty-four (24) samples per permit year at the County's existing permanent trend monitoring locations (FLLT-01, FLLT-02). Sampling locations are located at in-stream sites. Three (3) wet weather and one dry weather base flow sample will be collected during each of the summer (May-October) and winter (November-April) seasons, at each sampling location (a total of eight samples per monitoring location of which (6) shall be wet weather and two (2) shall be base flow samples collected during dry weather). Stage discharge relationship shall be developed by

the Contractor, prior to collection of samples. State discharge relationship shall be developed in accordance with the guidelines identified in the ARC Phase I Program (ARC 2000).

- 3.2 The CONTRACTOR is required to collect samples during representative wet weather events. Representative wet weather events requires a minimum precipitation of 0.3 inches with a minimum time of 72 (seventy-two) hours between each wet weather event sampled to ensure that the events are discrete and the measured water quality parameters are associated with the event sampled. Additionally the CONTRACTOR shall not collect a dry weather sample until after seventy-two (72) hours with less than 0.1 inch of precipitation after a wet weather event.
- 3.3 During wet weather events, the CONTRACTOR shall collect samples using the automated samplers. Flow-weighted composite samples of the stream flow shall be collected over the duration of each wet weather event and trailing hydrographs. The CONTRACTOR shall use flow proportional composite aliquots collected at equal increments for pollutant concentration differences throughout the storm hydrograph.
- 3.4 The CONTRACTOR is required to conduct dry weather base flow sample using automatic sampler at all of the County's permanent monitoring stations.
- 3.5 The CONTRACTOR is required to collect samples during both wet and dry weather to be analyzed for the following parameters:
  - Biochemical Oxygen Demand (5-day BOD)
  - Chemical Oxygen Demand (COD)
  - Total Dissolved Solids (TDS)
  - Total Suspended Solids (TSS)
  - Total Kjeldahl nitrogen (TKN), nitrate plus nitrite (total oxidized nitrogen)
  - Hardness, total phosphorus, dissolved phosphorus
  - Dissolved metals (cadmium, copper, lead and zinc)
  - Air and water temperature, pH, instantaneous flow
- 3.6 The CONTRACTOR shall prepare a summer and winter season trend evaluation monitoring sampling report describing all of the activities and water quality trend findings, and storm water outfall screening activities completed to date, including interpretation of water quality data collected over both seasons (See Section 3 - Exhibit C - Schedule).
- 3.7 Station Relocation (Optional)

The Contractor shall be required to relocate the existing long-term monitoring stations FLLT-01 and FLLT-02 to new locations similar to existing as approved by the County. The Contractor will be required to incur all the cost for material, equipment, labor, and other expenses necessary to complete the relocation of the stations.

- 3.8 Water Quality Trend Monitoring Basis for Payment

The unit price bid for collecting required Water Quality Trend Samples identified in Task 3 shall include all work required to collect samples during representative wet weather events, conduct dry weather base flow sampling and prepare summer and winter season trend evaluation monitoring report (3.6).

#### **Task 4: Dry Weather Outfall Screening for Illicit Discharges**

##### **4.1 Screening and re-screening of outfalls:**

The CONTRACTOR is required annually to locate, identify, and screen a maximum of 140 major outfalls that are potential sources of water impairment, outfalls that drain into 303 (d) listed. In addition, re-screening is assumed to be required for up to 35 (25%) of the 140 identified sites where dry weather flow is observed. All 35 (thirty-five) may not be re-screened depending upon the laboratory results of the initial sampling analysis. The total number of outfalls screened and re-screened shall be approximately 140 (105 + 35). Major storm water outfalls are defined as:

- 36" diameter minimum end of pipes for residential subdivision separate storm sewer system.
- 12" diameter minimum end of pipes for commercial and industrial sites separate storm sewer system.

Outfalls may be selected from the County's list of outfalls. Outfalls samples are to be collected from areas with water quality problems, particularly areas where there are no apparent point source discharges, since these areas are suspect with regard to illicit connection. These areas will be prioritized with regard to screening for illicit connections.

Field screening of outfalls shall be performed during the dry and wet weather flow conditions in order to identify any existing illicit connections for elimination. Outfalls shall be screened during the summer (May-October) and winter (November-April) seasons.

Dry weather flow conditions are defined as flow conditions having a rainfall of less than 0.1 inches per day for at least 72 hours. Wet weather flow conditions are defined as flow conditions having a minimum rain fall of 0.1 inches. Additionally, a minimum time of 72 hours is required between each wet weather event. (See Atlanta Region Phase I – MS4-NPDES Storm Water Monitoring Program Report).

##### **4.2 The Contractor shall develop and provide an Illicit Connection Implementation/Outfall and Management Report that described the following:**

- Detailing the specific approach and steps for identifying the source of existing illicit connections in order that they are eliminated. Illicit connections are defined as any unpermitted, non-storm water discharge to the County's storms sewer system.
- The management and coordination of task activities, field inspections and screening/observations, field and laboratory analytical monitoring, and reports and schedule.

- The identification, location, and selected approach to be used in selecting County facilities with outfalls that drain to the MS4s, including, but not limited to types of facilities identified under Georgia's General Permit No. GAR000000 for storm water discharges associated with industrial activities.
- The identification, location, and selected approach to be used in selecting the 140 storm water outfalls.
- Use of current Atlanta Region Phase I Storm Water Monitoring Program Report selection criteria for Screening Locations and Summary of Monitoring Approach. (Copies shall be made available at the County Public Works Department upon request)
- Map showing all storm water outfalls with its connectivity pipe system and possible pollution entrance points.

The utilization of screening locations selection criteria, per the ARC Report, reference shall be described in the illicit connection implementation plan by the Contractor. The County shall review the draft illicit connection/outfall implementation and management plan and Contractor incorporate County's comments as part of the final work plan.

- 4.3 The CONTRACTOR shall conduct annually field inspections at 80 sites within the summer (May-October) and winter (November-April) season. These sites shall be rotated on an annual basis with documented results of each outfall inspected and sampled. The Contractor shall identify and document all storm sewer outfall that were inspected in the previous permit year, including the results of each outfall inspected and sampled and the rotation of the current permit year selected outfall.

The CONTRACTOR shall note dry weather flow, if any, then collect samples using field techniques to determine if the discharge is more than ground water and return sample to the laboratory for precise analysis. CONTRACTOR shall submit monthly field inspection reports to the County for review.

- 4.4 In areas where an illicit industrial or municipal connection is suspected, the CONTRACTOR shall conduct screening at a time when the source is most likely to be causing a discharge. Site inspections shall be performed on a minimum of 5% of relevant businesses (process waste water, car washes, sanitary waste water, nurseries/landscape facilities, municipal facilities, auto part stores that use their parking lots for auto repairs, restaurants, dry cleaners, etc.) annually. Visual inspection shall include locating industrial discharges to the MS4 or state waters using visual observation and available pipeline schematics. Contractor shall document illicit connection inspection findings in a letter report to the County within 24 hours following the date of the inspection. The report shall also include test results, location of the connection, test date and proposed method used to remove the connection.
- 4.5 In areas where an illicit sanitary sewer connection is suspected, the Contractor shall conduct screening in the mornings when sanitary flows are typically greater and more likely to be observed.

- 4.6 The Contractor shall review previous year and current sampling screening records to identify the problem outfalls (suspected illicit discharge). The sampling results of outfalls that demonstrate non-storm water discharge or illicit connections shall be re-screened.
- 4.7 The Contractor shall prioritize outfalls for dry and wet weather screening and creating and managing a dry weather outfall field screening list annually.
- 4.8 If no illicit discharge is observed during the screening event, the Contractor's screening team shall document results as "no observed dry weather flow". The results shall be counted towards the total number of outfalls screened each year.
- 4.9 The selected Contractor shall obtain the required database format and nomenclature from the County's Public Works GIS staff and shall provide a database to incorporate all monitoring, dry and wet weather outfall screening and re-screening data with linkage to photographs taken during field visits to outfall locations.

The Contractor shall utilize the existing county storm sewer system inventory data (if available) as an aid in this task. Also, the map(s) developed by the contractor shall have updating capabilities for each future permit year. The Contractor shall produce dry and wet weather outfall screening images linked to the map(s) in County GIS format.

- 4.10 Sampling of potential illicit discharges - Estimated quantities are based on the assumption that the 35 (thirty-five) screened outfalls shall have observed flow to be sampled and all 35 (thirty-five) shall be re-screened and re-sampled.

During each screening event, when potential illicit discharge is observed, the Contractor's screening team shall:

- Check and observe discharge for color, turbidity, oil sheen, and odor;
- Measure pH, temperature and conductivity of the discharge;
- Sample any discharge for total chlorine, total copper, total phenol, and detergents/surfactants (quantitative). Analysis of samples shall be conducted as outlined. 40, CFR Part 136 guidelines;
- Collect grab samples for fecal coliform analyses and deliver them to the Fulton County in North or South Fulton County for analysis. Fulton County Big Creek Water Reclamation Facility North is located at 1030 Roswell-Marietta Highway, Roswell, Georgia and the South Fulton County Environmental Laboratory is located at 7472 Cochran Road, College Park, GA, 30349.

The Contractor shall appropriately time all field screening during dry and wet weather conditions to increase the potential for observing non-storm water discharges. Also, as the practice of identifying known new water quality problem areas and storm water outfalls continues, a re-screening process shall be established if potential illicit discharge is observed. The re-screening process shall include the activities listed in 4.10 to confirm

illicit connection(s), develop corrective actions/recommendations, and prioritize the set of outfalls for yearly screening.

#### 4.11 Outfalls Screening Basis for Payment

The unit price bid for screening/re-screening shall include all work associated with outfall screening and annual field inspection of outfalls with the exception of the sampling (4.10). Sampling shall be paid separately. If the County requires the contractor to re-screen a site, the same work shall be performed as the initial screening. If dry weather flow is present during either the initial site visit or the re-screening site visit, it shall be sampled and paid for based upon the unit price for sampling.

### **Task 5: Grab Sampling – Water Quality Monitoring**

All sampling shall follow the guidelines presented in GA-EPD River Basin Monitoring Plan (RBMP), the Metropolitan North Georgia Water Planning District-wide Watershed Management Plan (MNGWMP), Fulton County Watershed Protection Plan, and the Atlanta Region Phase I NPDES, Storm Water Monitoring Program. Prior to start of the grab sampling effort, the grab sample collection methods and/or alternative, shall be approved by the County. The Contractor shall develop the applicable Standard Operating Procedure (SOP) for this task. The SOP shall be consistent with the applicable GA EPD SOP for sampling. **Task five (5) water quality monitoring efforts may be adjusted after the County receives the acceptance of its Watershed Protection Plan from GA. EPD, including the number and/or locations of sites to be monitored and/or sampled.**

#### 5.1 Fecal Coliform/E-Coli Bacteria

The Contractor shall perform sampling at the 14 (fourteen) sites listed below. A total of 168 grab samples shall be collected annually by the contractor (12 samples per site). The samples collected shall be analyzed for the parameters Fecal Coliform and E-Coli Bacteria.

- #1 (FLLT-01/JO-1) downstream point of Johns Creek, (Johns Creek at Buice Road);
- #2 (FLLT-3/LI-2, previously SS-2) Long Island Creek at Northside Drive, Sandy Springs;
- #3 (WO-1) downstream end of White Oak Creek;
- #4 (CP-3) downstream of wastewater discharge point @ Camp Creek;
- #5 (CC-2) downstream of wastewater discharge point @ Cauley Creek;
- #6 (LB-1) downstream of wastewater discharge point at Campbellton Redwine Road @ Bear Creek;
- #7 (CP-2) Camp Creek at the most upstream point in Fulton County;
- #8 (MA-1, previously SS-6) Marsh Creek at Brandon Mill Road;
- #9 (CK-1) Ball Mill Creek near Chattahoochee River;
- #10 (UT-1) downstream end of Utoy Creek;
- #11 (LT-1) Little River at Arnold Mill Road;
- #12 (PE-1) downstream at Pea Creek;

- #13 (WT-3) Whitewater Creek near Fayette County line;
- #14 (BC-1) Long Indian Creek at Waters Road upstream tributary of Big Creek

#### 5.1.1 Monitoring Approach/Methods

The fecal coliform and E-coli bacteria samples shall be collected independent of the water quality trend stations. Fecal coliform and E-coli bacteria sampling results shall be reported as geometric means. Sampling efforts should focus on the waters identified as impaired, per the State of Georgia 303(b)/305(d) listed streams. The intent of the sampling is to determine patterns of high fecal coliform contamination, the elimination of obvious sources of potential contamination, such as wastewater discharge, bypass, and sanitary sewer overflow (SSO). Bacteria sampling involves collection of one set of samples during the summer and one set of samples during the winter season of the year, in which each set includes four samples collected over a 30-day period at intervals not less than 24 hours. The wet weather grab samples will be utilized to determine if fecal coliform contribution is from wet weather events. E-coli shall be monitored in the same manner outlined to fecal coliform in an attempt to distinguish between human and animal sources. The Contractor shall evaluate, interpret sampling results, and make recommendations to the County as to where and what is the source of contamination in the stream.

- 5.1.2 Grab samples shall be collected directly into sterile bacteriological containers supplied by the Contractor. Sample containers shall be handled to avoid introducing contamination during sample collections. The membrane filtration method under 40 CFR 136 guidelines shall follow the collection of fecal coliform and e-coli sampling to be approved by the County.
- 5.1.3 The Contractor shall complete a chain of custody report. Grab samples shall be collected from each sampling location within the winter (November – April) and summer (May – October) seasons. The Contractor shall collect four (4) samples in order to collect a geometric mean in the summer season, four (4) samples in order to collect a geometric mean in the winter season, two (2) wet weather samples in the summer, and two (2) wet weather samples in the winter season.

#### 5.2 Chemical Monitoring

The Contractor shall perform sampling at the 14 (fourteen) sites listed in 5.1. A total of 56 grab sample shall be collected annually. The samples shall be analyzed for the following parameters:

- Total Dissolved Solids (TDS)
- Total Suspended Solids (TSS)
- Phosphorus (Total)
- Phosphorus (Ortho)
- Dissolved Phosphorus
- Total Kjeldahl Nitrogen (TKN)
- Ammonia
- Nitrite/Nitrate



pH  
Dissolved Oxygen  
Conductivity  
Turbidity  
Flow and Temperature  
5-Day Biochemical Oxygen Demand (BOD5)  
Chemical Oxygen Demand (COD)  
Cadmium, Copper, Lead, and Zinc  
Conductivity and Hardness

Four (4) samples per year shall be collected. (A minimum of four (4) events annually and/or one per quarter as approved by the County).

#### 5.2.1 Heptachlor Epoxide

The Contractor shall collect a total of ten (10) grab samples annually (two (2) samples per site) at the following sites:

- Site #2 (FLLT-3/L2-1/SS-2) Long Island Creek at Northside Drive
- Site #8 (MA-1) Marsh Creek at Brandon Mill Road
- Site #15 (SS-4) Game Creek at Northside Drive – Sandy Springs
- Site #16 (HD-1, previously SS-5) Heard's Creek at Ferry Landing Drive – Sandy Springs
- Site #17 (SS-7) Powers Branch at Monterey Parkway – Sandy Springs

The samples collected at the above sites shall be analyzed for the parameter Heptachlor epoxide.

- 5.3 The Contractor shall deliver representative samples collected for analysis within the required holding time for the applicable parameter, (i.e., fecal coliform (6) hours, this includes the collection, delivery, and analysis time by the laboratory) to the laboratory at the Big Creek Water Reclamation Facility (WRF) located at 1030 Roswell-Marietta Highway, Roswell, Georgia, and at the South Fulton Maintenance & Operations Center (SFMOC) located at 7472 Cochran Road, College Park, GA. Specific arrangements for delivering samples and notifying the laboratory of incoming samples should be coordinated with Fulton County Laboratory staff prior to the collection of samples. The laboratory may not always have fresh agar for e-coli on hand; therefore, prior notification should be given before samples are submitted. This shall avoid potential problems that could jeopardize sample holding time requirements. Commercial environment laboratories providing sample analysis for a fee or contract basis must be approved or certified by the National Environmental Laboratory Accreditation Conference/Program (NELAC or NELAP). The Contractor is required to perform this effort for all applicable sub-task included in Task 5.

#### 5.4 Basis of Payment:

The unit price for grab sampling shall include all work associated with the samples collected at the sites identified in Task 5. Grab samples for fecal coliform and E-coli analysis shall be paid based upon each set of four samples collected for which a geometric mean is calculated for each set, per the State of Georgia (EPD) guidelines.

### Task 6.0: Biological Monitoring

Biological components of a water body (i.e., fish and macroinvertebrates) function as monitors of environmental quality by responding to episodic and cumulative pollution, habitat degradation, and environmental stressors. An evaluation of biotic integrity is required at up to nine (9) monitoring locations, bi-annually as/or when approved by the County. Biological monitoring shall be conducted at the following locations: (1) downstream end of White Oak, (2) downstream at Camp Creek Wastewater discharge point, (3) downstream at Bear Little wastewater discharge point at Campbellton Redwine Road, (4) downstream point at Johns Creek, (5) Little River at Arnold Mill Road, (6) downstream end of Pea Creek, and (7) Whitewater Creek near Fayette County line and any other sites identified as applicable for this task. This effort is designed to satisfy the biological requirements of the Metropolitan North Georgia Water Planning District (MNGWPD), Watershed Management Plan and the County's Watershed Protection Plan required for waste water facilities NPDES permit.

Biological sampling is a specialized field and Fulton County has pre-qualified the following firms to provide Task 6 services. **Being pre-qualified does not preclude these firms from submitting a bid for the entire scope of work continued in this ITB.** The Contractor must use one of these firms. The Contractor's bid form must indicate which of these firms were selected to perform Task 6 services:

- CCR Environmental\*  
Contact: Mr. Chris Crow  
3783 Presidential Parkway  
Suite 123  
Atlanta, GA 30340  
(770) 458-7943
- CH2M Hill  
Contact: Mr. Dale Jones  
115 Perimeter Center Place, NE  
Suite 700  
Atlanta, GA 30334-1278  
(770) 604-9095
- Ecological Solutions, Inc.  
Contact: Mr. Lee Griffith, CPESC  
630 Colonial Park Drive, Suite 200  
Roswell, GA 30075

\*Incumbent to be Epic Consulting, Inc.

Biological monitoring will be conducted under methods outlined in the Georgia Draft Standard Operating Procedures: Freshwater Macroinvertebrate Biological Assessment (DNR, 2004), and the Standard Operating Procedures for Conducting Biomonitoring on Fish Communities in the Piedmont Ecoregion of Georgia (DNR, 2005), which were fashioned after EPA's Rapid Bioassessment Protocols for Use in Wadeable Streams and Rivers: Benthic Macroinvertebrates

and Fish (Plafkin et al., 1989). The primary components of the biological monitoring include physical habitat assessments and benthic macroinvertebrate and fish sampling. Prior to biological surveys, water quality will be assessed via insitu measurements of the following parameters: water temperature, dissolved oxygen (DO), ph, turbidity, and conductivity. No sampling or evaluation of reference site(s) will be required for this monitoring because reference data will be provided by GA EPD.

### **Task 6.1: Habitat Assessment**

Habitat assessments will be conducted at monitoring sites in accordance with the Georgia DNR protocol using the Habitat Assessment Worksheet for riffle/run habitat. The worksheet requires visual evaluation of physical habitat parameters, including instream cover, substrate, channel morphology and flow, bank stability and vegetation, and riparian zone condition. The DNR worksheet has ten Habitat Parameters (HPs). Assessing habitat allows the quality of the structure of the surrounding habitat that influences water quality and condition of the aquatic biota to be evaluated and may aid in identifying non-water quality affiliated factors of biological impairment, if present.

At each site, all individual habitat parameters will be scored (values of 0-20 or 0-10, depending on the parameter), and a total score obtained. Habitat parameters will be evaluated by two trained assessors, and an average of the two scores calculated to produce a total habitat score at each site. The average habitat scores will be used to derive an ecological condition rating. Under the DNR protocol, the condition ratings are interpreted as follows: optional (meets natural expectations), sub-optimal (less than desirable but satisfies expectations in most areas), marginal (moderate levels of degradation with severe degradation at frequent intervals in areas), and poor (substantially altered with severe degradation).

The habitat score at each monitoring site will be compared with the habitat score of a reference site (site data to be provided by GA EPD) to classify each site on the basis of its similarity to expected conditions (i.e., conditions at the reference site) and its apparent potential to support a measure of biotic integrity. Percent of comparability (ratio) of each monitoring station to the reference fall into one of four assessment categories: “comparable to reference”, “similar to reference,” partially similar to reference,” or “dissimilar to reference.”

In addition to the habitat assessment forms, DNR’s Physical Characterization/Water Quality Field Sheets and Impairment Assessment Sheets will be completed at each site.

### **Task 6.2: Macroinvertebrate Community Assessment**

The macroinvertebrate community will be assessed under a modified Georgia Bioassessment Protocol (GBP) (DNR, 2002). The GBP specifies that sampling be conducted October through February. Standardized semi-quantitative sampling for macroinvertebrates will be conducted at each site for a variety of habitat types, including riffles, undercut banks/roots, woody debris, sand, and leaf packs/coarse particulate organic matter (CPOM). Sampling generally will consist of collecting six meters of riffle habitat (split between faster and slower currents), five meters of woody debris, three meters of undercut banks/roots, and three meters in the sandy areas. Each

sample will consist of a kick, jab, or sweep with the dip net for a linear distance of one meter, except the woody debris samples, in which a brush will be used to brush or scrape a linear meter of the wooded surface. CPOM samples (about two liters) will be collected by hand throughout each study reach. Additionally, a 10-minute visual search and sampling of all habitat types will be conducted.

“D” frame dip nets with a 500-micron mesh will be used for all sampling. All habitat type samples will be composited into a single container at each site for preservation and transport to the laboratory. Analysis and data evaluation will be conducted in the laboratory. Macroinvertebrate sub-sampling shall be performed as specified in GA EPD protocol. Identification and analyses should be conducted on a sub-sample of 200 ( $\pm$  20%) organisms. Macroinvertebrate specimens should be identified to genus level, or if unattainable, to the lowest practicable taxon using standard taxonomic keys.

Under the GBP, assessment scoring is based on a variety of metrics and is ecoregion-specific. The study area lies within the Piedmont and would follow the Ecological Condition Worksheet for that ecoregion. While ten possible metrics are described in the GBP, only seven metrics are utilized for assessment scoring in the Piedmont ecoregion. These metrics are as follows: 1) taxa richness, 2) EPT Index, 3) Indicator Assemblage Index (IAI), 4) percent composition of dominant taxon, 5) North Carolina Biotic Index (NCBI), 6) percent composition of shredders, and 7) total habitat score. GBP assessment scoring will be performed by comparing monitoring data collected from study area sites to reference data provided by GA EPD.

### **Task 6.3: Fish Community Assessment**

The fish community will be assessed using the Index of Biotic Integrity (IBI) criteria developed for fish communities in the Piedmont Ecoregion of Georgia (DNR, 2000). Fish sampling will be conducted at all study sites, but not at the reference site. Sampling will be conducted April through October.

The surveys for fish will be conducted using backpack electrofishers or a tow boat (dependent on stream size). Collected fish will be identified, enumerated, and released alive. Fish should be identified to species level. Specimens that are unable to be definitively identified in the field will be preserved in 10% formalin solution and taken to the laboratory for identification. Twelve scoring metrics are used for assessing biotic integrity, assigning a value of 1, 3, or 5 for each metric and summing these values for a total IBI score at each site. Additionally, a correction factor will be included for sites with diseased/anomalous individuals. Scoring is based on criteria relative to reference site data and from fixed criteria for a particular ecoregion and also is dependent on stream drainage area. Scoring for metrics number 1-6 and number 11-12 is sensitive to the drainage areas of the streams at the monitoring locations. The DNR protocol is based on five integrity or quality classes. This version of the IBI is a modification of the EPA Rapid Bioassessment Protocol V (Plafkin et al., 1989). The EPA and DNR versions of the IBI are based on the original premise of the IBI developed by Karr (1981).

In addition to the IBI, state protocol utilizes a modified Index of Well-Being (Iwb) to assess the fish community. The IBI is the primary tool used for evaluating the fish community, and the Iwb

is used as a secondary assessment to confirm the results of the IBI. The Iwb is a composite index which combines two parameters of fish diversity and fish abundance into a single value reflective of these two components. The four parameters which comprise the Iwb are as follows:

1. Relative fish density
2. Relative fish biomass
3. Shannon-Wiener Index of Diversity based on numbers of fish
4. Shannon-Weiner Index of Diversity based on biomass of fish

The Iwb is calculated as follows:

$$Iwb = 0.5 \ln (No./200m) + 0.5 \ln(Kg/200m) + H_{(No.)} + H_{(Kg)}$$

where:

No./200m = number of individuals (minus tolerants, hybrids, and introduced species) per 200 meters of electrofishing

Kg./200m = total biomass (minus tolerants, hybrids, and introduced species) per 200 meters of electrofishing

$H_{(No.)}$  = Shannon-Wiener Index of Diversity based on numbers of fish

$H_{(Kg)}$  = Shannon-Wiener Index of Diversity based on biomass of fish

#### **Task 6.4: Biological Monitoring Report**

A report shall be prepared by the Contractor summarizing the results of the biological monitoring including an evaluation and interpretation of the biological sampling findings. The report will include a statement of methods used, raw data, calculated metrics and narrative descriptors. A brief interpretation of the monitoring results shall also be included. A draft copy will be provided for review and comment by Fulton County. Comments will be addressed, and a final report will be provided.

#### **Task 6.5: Data Submittal**

The raw data, calculated metrics, and narrative descriptors will be provided in a format prescribed by the Fulton County Department of Public Works. The intent is to be able to add the data and results of the biological monitoring effort into Fulton County's GIS program. The contractor shall review similar passed efforts by the County in order to enhance and/or be consistent as approved by the County.

#### **Task 6.6: Biological/Habitat Assessment Basis for Payment**

The unit price bid for Biological/Habitat Assessment shall include all work associated with evaluating habitat quality at each monitoring location, collecting and evaluating biological samples and assessing each streams' health relative to "fishing" designation, including the evaluation and interpretation of the sampling efforts findings.

## **Task 7: Laboratory Analysis**

7.1 The Contractor is directed to utilize Fulton County's Big Creek Laboratory or the SFMOC for analysis of all samples collected as required in the scope of service. The Contractor is required to notify Fulton County Laboratory staff prior to the collection of samples. This shall avoid potential problems that could jeopardize sample holding time requirements. Fulton County Big Creek Water Reclamation Facility (WRF) Laboratory is located at 1030 Roswell-Marietta Highway, Roswell Georgia. The South Fulton Maintenance & Operations Center (SFMOC) is located at 7472 Cochran Road, College Park, GA.

7.2 Use of private/commercial environmental laboratories:

When pre-approved by Fulton County, the Contractor may use approved or certified private/commercial environmental laboratories for analysis of samples when the County's Big Creek Laboratory or Camp Creek Laboratory is not available. Certified laboratories selected by the Contractor shall be certified through the National Environmental Laboratory Accreditation Conference/Program (NELAC or NELAP). The Contractor must provide verification of lab accreditation to the County prior to lab utilization. An allowance of \$50,000.00 has been included in the project to cover laboratory cost incurred throughout the term of this project. These funds are to be used for laboratory analysis only if Fulton County labs are determined unable to accomplish the work. The Contractor must obtain approval from the County prior to the use of any approved or certified private/commercial environmental laboratories for analysis of samples. If a private laboratory is used the Contractor shall be paid actual cost of laboratory analyses as supported by invoices.

## **Task 8: Non-Routine/Operations and Maintenance**

8.1 The Contractor shall provide non-routine and/or emergency maintenance and repairs at each of the existing two (2) sampling stations and/or any new sampling stations if added during the project term. This effort is intended to correct and avoid potential equipment problems that could jeopardize the collection of required samples. An allowance of \$15,000.00 shall be included in the project for performing non-routine/emergency maintenance of existing stations. All work associated with this item must be pre-approved by Fulton County.

The contractor shall provide a price to perform this work under the allowance prior to initiating work; if not, this work may not be authorized for payment by the County.

8.2 Non-Routine Operations and Maintenance Basis for Payment

The Sampler Controller, Refrigerator, Probes, Sensors and/or any other critical sub-systems that may require Non-Routine Operations and Maintenance activities during the term of this project. Non-Routine Operations and Maintenance may be required whenever the sampler controller displays a "Program Halted" message or other systems

failures as approved by the County. The unit price bid for performing Non-Routine Operations and Maintenance activities on the sampler sub-systems shall include all cost estimated to identify, repair or replace all failed parts and program controller within an acceptable time frame in order to minimize loss of sample collection opportunities. The intent of the County is to ensure optimal performance of all samplers and provide consistency in sample collection.

## **Task 9: Annual Report preparation and update of County's Report to EPD/Staff Training**

### **9.1 County-wide Annual Report (Completion of this task will be optional)**

The Contractor may be required to prepare the County's annual system wide report covering the reporting period of May 1 – April 30. Contractor shall submit a draft to the County on or before May 10<sup>th</sup> of each year for review and comment. The County shall review the report and provide any comments to the Contractor within ten (10) days of receipt of the report.

The County's Watershed Protection Plan Annual Report shall be included as an appendix to the County-wide Annual Report. The Watershed Protection Plan should include a schedule for correcting current water quality problems that are causing water standards violations, provide ongoing monitoring to verify that the actions taken to correct water quality problems are effective, supporting data, provide an estimate of what percentage of the watershed assessment is complete, summary of BMPs that have been implemented and documented water quality improvements, including any necessary changes to the Watershed Protection Plan, and how the watershed protection plan will be implemented in attaining and maintaining compliance with water quality standards.

Contractor shall incorporate appropriate comments into the final report and submit the final report to the County within 15 days of receipt of County comments for review and approval. Also, the Contractor shall deliver the final report to EPD and assist the County in addressing EPD comments after June 15<sup>th</sup> of each year.

The report due June 15, 2005 shall incorporate sampling data furnished by the County collected prior to the date of contract award.

### **9.2 Basis for Payment of County-wide Annual Report Updates**

The unit price bid to update the Annual Report shall include all work associated with preparing the County's annual system wide report for the period beginning May 1 – April 30 of each year during the term of this project, the County's Watershed Protection Plan Report as an appendix, and delivery of the MS4 final report to Environmental Protection Division (EPD) including assisting the County in addressing EPD comments after June 15<sup>th</sup> of each year.

### 9.3 Staff Training (Optional)

An allowance of \$15,000.0 should be included in the project for county staff training. The contractor shall identify an independent quality firm, to be approved by the County, to perform the applicable quality field monitoring training, including other relevant training. The contractor's bid form must indicate this allowance.



### EXHIBIT A - BID SUMMARY – Base Year 2006-2007

| Task   | Units            | Estimated Number of Units | Unit Price  | Total Project Cost |
|--|------------------|---------------------------|-------------|--------------------|
| Task 3 – Water Quality Flow Composite Monitoring Samples (Optional)          | Each             | 24                        |             |                    |
| Task 3.7 – Station Relocation (Optional)                                     | Each             | 2                         |             |                    |
| Task 4.1 – Dry Weather Outfall Screening/Re-screening for Illicit Discharges | Each             | 140                       |             |                    |
| Task 5.1 – Fecal Coliform and E-Coli   | Each             | 168                       |             |                    |
| Task 5.2 – Chemical Monitoring   | Each             | 56                        |             |                    |
| Task 5.2.2 – Heptachlor Epoxide  | Each             | 10                        |             |                    |
| Task 6 – Biological/Habitat Assessment                                       | Each             | 3                         |             |                    |
| Task 7 – Laboratory Analysis (External) (Optional)                           | Allowance Amount | 1                         | \$50,000.00 | \$50,000.00        |
| Task 8 – Non-Routine/Operations and Maintenance (Optional)                   | Allowance Amount | 1                         | \$15,000.00 | \$15,000.00        |
| Task 9.1 – 2006 County-wide Annual Report Preparation and Update (Optional)  | Each             | 1                         |             |                    |
| Task 9.3 – Staff Training  |                  |                           | \$15,000    | \$15,000           |
|  |                  |                           | TOTAL       |                    |

### PERMIT YEAR 2007-2008

|   |                  |     |             |             |
|---|------------------|-----|-------------|-------------|
| Task 3. – Water Quality Flow Composite Monitoring Samples (Optional)          | Each             | 24  |             |             |
| Task 4.1 – Dry Weather Outfall Screening/ Re-screening for Illicit Discharges | Each             | 140 |             |             |
| Task 5.1 – Fecal Coliform and E-Coli  | Each             | 168 |             |             |
| Task 5.2 – Chemical Monitoring  | Each             | 56  |             |             |
| Task 5.2.2 – Heptachlor Epoxide   | Each             | 10  |             |             |
| Task 6 – Biological/Habitat Assessment  | Each             | 3   |             |             |
| Task 7 – Laboratory Analysis (External) (Optional)                            | Allowance Amount | 1   | \$50,000.00 | \$50,000.00 |
| Task 8 – Non-Routine/Operations and Maintenance (Optional)                    | Allowance Amount | 1   | \$15,000.00 | \$15,000.00 |
| Task 9 – 2007 County-wide Annual Report Preparation and Update (Optional)     | Each             | 1   |             |             |
| Task 9.3 – Staff Training   |                  |     | \$15,000    | \$15,000    |
|   |                  |     | TOTAL       |             |

|   |                  |                           |             |                    |
|---|------------------|---------------------------|-------------|--------------------|
|   |                  |                           |             |                    |
| <b>Permit Year 2008-2009</b>  |                  |                           |             |                    |
| Task  | Units            | Estimated Number of Units | Unit Price  | Total Project Cost |
| Task 3. – Water Quality Flow Composite Monitoring Samples (Optional)          | Each             | 24                        |             |                    |
| Task 4.1 – Dry Weather Outfall Screening/ Re-screening for Illicit Discharges | Each             | 140                       |             |                    |
| Task 5.1 – Fecal Coliform and E-Coli  | Each             | 168                       |             |                    |
| Task 5.2 – Chemical Monitoring  | Each             | 56                        |             |                    |
| Task 5.2.2 – Heptachlor Epoxide   | Each             | 10                        |             |                    |
| Task 6 – Biological/Habitat Assessment  | Each             | 3                         |             |                    |
| Task 7 – Laboratory Analysis (External) (Optional)                            | Allowance Amount | 1                         | \$50,000.00 | \$50,000.00        |
| Task 8 – Non-Routine/Operations and Maintenance (Optional)                    | Allowance Amount | 1                         | \$15,000.00 | \$15,000.00        |
| Task 9 – 2008 County-wide Annual Report Preparation and Update (Optional)     | Each             | 1                         |             |                    |
| Task 9.3 – Staff Training   |                  |                           | \$15,000    | \$15,000           |
|   |                  |                           | TOTAL       |                    |
| <b>Permit Year 2009-2010</b>  |                  |                           |             |                    |
| Task  | Units            | Estimated Number of Units | Unit Price  | Total Project Cost |
| Task 3. – Water Quality Flow Composite Monitoring Samples (Optional)          | Each             | 24                        |             |                    |
| Task 4.1 – Dry Weather Outfall Screening/ Re-screening for Illicit Discharges | Each             | 140                       |             |                    |
| Task 5.1 – Fecal Coliform and E-Coli  | Each             | 168                       |             |                    |
| Task 5.2 – Chemical Monitoring  | Each             | 56                        |             |                    |
| Task 5.2.2 – Heptachlor Epoxide   | Each             | 10                        |             |                    |
| Task 6 – Biological/Habitat Assessment  | Each             | 3                         |             |                    |
| Task 7 – Laboratory Analysis (External) (Optional)                            | Allowance Amount | 1                         | \$50,000.00 | \$50,000.00        |
| Task 8 – Non-Routine/Operations and Maintenance (Optional)                    | Allowance Amount | 1                         | \$15,000.00 | \$15,000.00        |
| Task 9 – 2008 County-wide Annual Report Preparation and Update (Optional)     | Each             | 1                         |             |                    |
|   |                  |                           | TOTAL       |                    |

Work for the future years are dependent on the needs of the County, performance of CONTRACTOR(S), and approval of funding by the Board of Commissioners. Costs for Task 1 and Task 2 shall be included in the unit price bid for the remaining tasks. The cost of all work shall be included in the unit price.

Signature

Title (Please Print)

Firm (Please Print)

## **EXHIBIT B – DELIVERABLES**

The CONTRACTOR shall furnish the following deliverables during the course of the project:

- 1) Project Management Plan (Draft)
- 2) Project Management Plan (Final)
- 3) Draft Project Work Plan
  - 3.1) Rainfall Sampling Communications and Weather Forecasting Plan
  - 3.2) Illicit Connection Implementation Management Plan
  - 3.3) Sampling QA/QC Plan
  - 3.4) Grab Sampling Water Quality
  - 3.5) Data Management and Analysis Report in Access database format
  - 3.6) Telephone and Electrical Services Report
  - 3.7) Wet Weather Sampling/Analysis Report (per season)
  - 3.8) Dry Weather Screening/Illicit Connections Report
  - 3.9) Monitoring Stations Maintenance Schedule
- 4) Final Project Work Plan
- 5) Bio-Assessment Monitoring Letter Report (Quarterly)
- 6) Bio-Assessment Raw Data Report
- 7) Illicit Connection Inspection Report (Letter)
- 8) Chemical Monitoring Letter Report (Quarterly)
- 9) Fecal Coliform and E-Coli Sampling Letter Report (Quarterly)
- 10) Sampling and Quality Assurance Plan
- 11) Quality Field Inspection Report (Letter)
- 12) Annual Report on Water Quality Data Collected (Quarterly)
- 13) Database Management Information in Digital Format
- 14) Monthly project status reports include Project & Schedule updates, and monitoring process.
- 15) Meeting minutes
- 16) Field Data Sheets
- 17) Chain of Custody Records and Letter Reports
- 18) Information Maps of each sampling/monitoring sites, shown in Task 5 and 6 in

Electronic format and hard copy approved by County GIS.

- 19) Map(s) showing all separate storm sewer system outfall locations specified in Task 4 in electronic format and hard copy.
- 20) Monthly Project Invoices
- 21) Monthly laboratory results of grab samples, fecal coliform and E-coli samples, composite samples, dry weather outfall screening samples and wet weather samples collected and analyzed per season.
- 22) Update County's Sampling Procedure Manual
- 23) Summer and Winter Season Trend Evaluation Monitoring Report (Letter)
- 24) Draft County-wide Annual Report (Three (3) hard copies and four (4) CDs of complete report). (Required for each permit year, if option is approved by County)
- 25) Final County-wide Annual Report (Four (4) hard copies and four (4) CDs of complete report). (Required for each permit year, if option is approved by County)

Note: As the project continues, other deliverables may be identified by the CONTRACTOR and/or County.

## **EXHIBIT C - SCHEDULE**

|   |  |
|---|--|
| Issue Notice to Proceed (N.T.P)   | To Be Determined   |
| Submit identification and locations of fecal Coliform, E-Coli monitoring sites (map showing field locations)  | 7 days after N.T.P   |
| Submit results of fecal coliform monitoring sites grab results  | 24 hours after receiving lab sample(s) - (monthly)               |
| Submit chain of custody forms (COC) for all samples collected and outfalls screened of samples to laboratory  | Eight (8) hours after delivery                                   |
| Submit results of field inspections and outfall screening   | 24 hours after receiving lab analysis results                    |
| Draft project management and work plan  | 30 days after N.T.P  |
| Submit preliminary major storm water outfalls locations for dry weather screening   | 14 days after N.T.P  |
| Final project management and work plan  | 60 days after N.T.P  |
| Submit preliminary major storm water outfall locations for dry weather re-screening (map showing field location)  | 30 days after N.T.P  |
| Submit report of trend evaluation monitoring sampling and storm water outfall screening activities completed to date for the summer and winter seasons (Task 3.6) | August 1 <sup>st</sup> and February 1 <sup>st</sup> of each term |
| Submit the draft of annual report to the County   | May 10th each year   |
| Submit final NPDES, County-wide Annual Report<br>Deliver final report to EPD  | June 3, 2007<br>June 15, 2007                                    |
| Submit Bio-Assessment Monitoring Report (Task 6.4)  | TBD  |
| Submit Bio-Assessment Raw Data Report (Task 6.5)  | TBD  |

**Exhibit D – Key Personnel Listing**

| <b>Contractor Name</b> | <b>Sub-Contractor Name</b> | <b>Telephone Number</b> |
|------------------------|----------------------------|-------------------------|
|                        |                            |                         |
|                        |                            |                         |
|                        |                            |                         |
|                        |                            |                         |
|                        |                            |                         |
|                        |                            |                         |

Contact Name\_\_\_\_\_

Contractor's Name\_\_\_\_\_

Address:\_\_\_\_\_

#### 4.0 Insurance and Risk Management Provisions

It is Fulton County Government's practice to obtain Certificates of Insurance from our Contractors and Vendors. Insurance must be written by a licensed agent in a company licensed to write insurance in the State of Georgia. Respondents shall submit with the bid/proposal evidence of insurability satisfactory to Fulton County Government as to form and content. Either of the following forms of evidence is acceptable:

- A letter from an insurance carrier stating that upon your firm/company being the successful Bidder/Respondent that a Certificate of Insurance shall be issued in compliance with the Insurance and Risk Management Provisions outlined below.
- A Certificate of Insurance complying with the Insurance and Risk Management Provisions outlined below (Request for Bid/Proposal number and Project Description must appear on the Certificate of Insurance).

Upon award, the Contractor/Vendor must maintain at their expense, insurance with policy limits equal to or greater than the limits described below. Any and all Insurance Coverage(s) and Bonds required under the terms and conditions of the contract shall be maintained during the entire length of the contract, including any extensions or renewals thereto, and until all work has been completed to the satisfaction of Fulton County Government.

Accordingly the Respondent shall provide a certificate evidencing the following:

**1. WORKERS COMPENSATION/EMPLOYER'S LIABILITY INSURANCE – STATUTORY (In compliance with the Georgia Workers Compensation Acts and any other State or Federal Acts or Provisions in which jurisdiction may be granted)**

|                                |                             |
|--------------------------------|-----------------------------|
| Employer's Liability Insurance | BY ACCIDENT - EACH ACCIDENT |
| \$500,000                      |                             |
| Employer's Liability Insurance | BY DISEASE - POLICY LIMIT   |
| \$500,000                      |                             |
| (Aggregate)                    | BY DISEASE - EACH EMPLOYEE  |
| \$500,000                      |                             |

**2. COMMERCIAL GENERAL LIABILITY INSURANCE (Including contractual Liability Insurance)**

|   |                   |    |
|---|-------------------|----|
| Bodily Injury and Property Damage Liability | Each Occurrence   | -  |
| \$1,000,000                                 |                   |    |
| (Other than Products/Completed Operations)  | General Aggregate | -  |
| \$2,000,000                                 |                   |    |
| Products\Completed Operation                | Aggregate Limit   | -  |
| \$1,000,000                                 |                   |    |
| Personal and Advertising Injury             | Limits            | -  |
| \$1,000,000                                 |                   |    |
| Fire Damage                                 | Limits            | -  |
| 100,000                                     |                   | \$ |

|   |                 |   |    |
|---|-----------------|---|----|
| <b>3. BUSINESS AUTOMOBILE LIABILITY INSURANCE</b>                           |                 |   |    |
| <b>Combined Single Limits</b>   | Each Occurrence | - |    |
| \$1,000,000   |                 |   |    |
| (Including operation of non-owned, owned, and hired automobiles).           |                 |   |    |
| <b>4. ELECTRONIC DATA PROCESSING LIABILITY</b>                              |                 |   |    |
| (Required if computer contractor)   | Limits          | - |    |
| \$1,000,000   |                 |   |    |
| <b>5. UMBRELLA LIABILITY</b>  |                 |   |    |
| (In excess of above noted coverage's)                                       | Each Occurrence | - |    |
| \$2,000,000   |                 |   |    |
| <b>6. PROFESSIONAL LIABILITY</b>  |                 |   |    |
|   | Each Occurrence | - |    |
| \$1,000,000   |                 |   |    |
| (Required if respondent providing bid/quotation for professional services). |                 |   |    |
| <b>7. FIDELITY BOND</b>   |                 |   |    |
| (Employee Dishonesty)   | Each Occurrence | - | \$ |
| 100,000   |                 |   |    |

**8. BUILDERS RISK: *If the bid/quotation involves construction-related services the respondent will provide*** "All-risk" form of builder's risk insurance providing coverage against loss or damage by fire or other peril on an "all-risk" form, including demolition and increased cost of construction, debris removal and the full replacement cost of the Project foundations and containing an agreed amount endorsement, and, until Final Completion and Acceptance of the Project. Such policy of insurance shall contain at least the following sub-limits of insurance and deductibles:

**Sub-limits:**

|                                 |                              |
|---------------------------------|------------------------------|
| Property in Transit             | \$1,000,000                  |
| Property in Offsite Storage     | \$1,000,000                  |
| Plans & Blueprints              | \$25,000                     |
| Debris Removal                  | 25% of Insured Physical Loss |
| Delay in Completion / Soft Cost | <b>TBD</b>                   |

**Deductibles:**

|                               |           |
|-------------------------------|-----------|
| Flood and Earthquake          | \$25,000  |
| Water Damage other than Flood | \$100,000 |
| All other Perils              | \$10,000  |

Owner and Contractor waive all rights against each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to this Section, or other property insurance applicable to the Work, except such rights as they have to the proceeds of such insurance.

Certificates shall state that the policy or policies shall not expire, be cancelled or altered without at least thirty (30) days prior written notice to Fulton County Government. Policies and Certificates of Insurance are to list Fulton County Government as an Additional Insured



(except for Workers' Compensation) and shall conform to all terms and conditions (including coverage of the indemnification and hold harmless agreement) contained in the Insurance and Risk Management Provisions.

If Fulton County Government shall so request, the Respondent, Contractor or Vendor will furnish the County for its inspection and approval such policies of insurance with all endorsements, or confirmed specimens thereof certified by the insurance company to be true and correct copies.

Such certificates and notices shall be sent to:

Fulton County Government – Purchasing Department  
130 Peachtree Street, S.W.  
Suite 1168  
Atlanta, Georgia 30303-3459

It is understood that **Insurance in no way limits the Liability of the Contractor/Vendor.**

#### **USE OF PREMISES**

**Contractor shall confine its apparatus, the storage of materials and the operations of its workers to limits/requirements indicated by law, ordinance, permits and any restrictions of Fulton County Government and shall not unreasonably encumber the premises with its materials.**

#### **PROTECTION OF PROPERTY**

**Contractor will adequately protect its own work from damage, will protect Fulton County Government's property from damage or loss and will take all necessary precautions during the progress of the work to protect all persons and the property of others from damage or loss.**

**Contractor shall take all necessary precautions for the safety of employees of the work and shall comply with all applicable provisions of the Federal, State and local safety laws and building codes to prevent accidents or injury to persons on, about, or adjacent to the premises where work is being performed.**

**Contractor shall erect and properly maintain at all times as required by the conditions and progress of the work, all necessary safeguards for the protection of its employees, Fulton County Government employees and the public and shall post all applicable signage and other warning devices to protect against potential hazards for the work being performed.**

#### **INDEMNIFICATION AND HOLD HARMLESS AGREEMENT**

**Contractor/Vendor hereby agrees to release, indemnify, defend and hold harmless Fulton County, its Commissioners, officers, employees, subcontractors, successors, assigns and agents, from and against any and all losses (including death), claims, damages, liabilities, costs and expenses (including but not limited to all actions, proceedings, or investigations in respect thereof and any costs of judgments, settlements, court costs, attorney's fees or expenses, regardless of the outcome of any such action, proceeding, or investigation), caused by, relating to, based upon or arising out of any act or omission by Contractor/Vendor, its directors, officers, employees, subcontractors, successors, assigns or agents, or otherwise in connection (directly or indirectly) with its acceptance, or the performance, or nonperformance, of its obligations under these agreements. Such obligations shall not be construed to negate, abridge or otherwise reduce any other rights or obligations of indemnity which would otherwise exist as to any party or person as set forth in this paragraph.**

**Contractor/Vendor's obligation to protect, defend, indemnify and hold harmless, as set forth hereinabove, shall also include, but is not limited to, any matter arising out of any actual or alleged infringement of any patent, trademark, copyright, or service mark, or other actual or alleged unfair competition disparagement of product or service, or other tort or any type whatsoever, or any actual or alleged violation of trade regulations.**

**Contractor/Vendor further agrees to protect, defend, indemnify and hold harmless Fulton County, its Commissioners, officers, employees, subcontractors, successors, assigns and agents from and against any and all claims or liability for compensation under the Worker's Compensation Act, Disability Benefits Act, or any other employee benefits act arising out of injuries sustained by any employees of Contractor/Vendor. These indemnities shall not be limited by reason of the listing of any insurance coverage.**

***If the bid/quotation involves construction services Contractor/Vendor will be responsible fully for any and all damage to the work during the course of construction, until the point of Final acceptance by Fulton County.***

FULTON COUNTY ACKNOWLEDGES THAT ALL PROVISIONS OF THIS INDEMNITY AGREEMENT MAY NOT BE APPLICABLE TO THE CONTRACTOR/VENDOR'S BUSINESS. TO THE EXTENT THAT CONTRACTOR/VENDOR MAY DEMONSTRATE SUCH NONAPPLICABILITY, FULTON COUNTY MAY NEGOTIATE AMENDMENTS TO THIS AGREEMENT AS THE CIRCUMSTANCES DICTATE.

CONTRACTOR/VENDOR ACKNOWLEDGES HAVING READ, UNDERSTANDING, AND AGREEING TO COMPLY WITH THIS INDEMNIFICATION AND HOLD HARMLESS AGREEMENT, AND THE REPRESENTATIVE OF THE CONTRACTOR/VENDOR IDENTIFIED BELOW IS AUTHORIZED TO SIGN CONTRACTS ON BEHALF OF THE RESPONDING CONTRACTOR/VENDOR.

COMPANY: \_\_\_\_\_ SIGNATURE: \_\_\_\_\_

\_\_\_\_\_

NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_  
DATE: \_\_\_\_\_

## **5.0 PERFORMANCE BOND REQUIREMENTS**

No contract with Fulton County for work to be done shall be valid for any purpose unless the Contractor shall give a Performance Bond with good and sufficient surety payable to, in favor of, and for the protection of Fulton County. The Performance Bond shall be in the amount of 100% of the total contract amount payable by the terms of the Contract and shall be written on the enclosed form.

Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business as a surety in Georgia.

Attestation for the corporation must be by the corporate officer, for a partnership by another partner, and for an individual by a notary with the corporate seal.

## **PERFORMANCE BOND**

**KNOW ALL MEN BY THESE PRESENTS** [insert name contractor] (hereinafter called the “Principal”) and [insert name of surety] (hereinafter called the “Surety”), are held and firmly bound unto **FULTON COUNTY**, a political subdivision of the State of Georgia (hereinafter called the “Owner”) and their successors and assigns, the penal sum of [100% of contract amount], lawful money of the United States of America, for the payment of which the principal and the Surety bind themselves, their administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

**WHEREAS**, the Principal has entered, or is about to enter, into a certain written contract (Contract) with the Owner, dated \_\_\_\_\_, which is incorporated herein by reference in its entirety, for the [name of project], more particularly described in the Contract (herein called the “Project”); and

**NOW, THEREFORE**, the conditions of this obligation are as follows, that if the Principal shall fully and completely perform all the undertakings, covenants, terms, conditions, warranties, and guarantees contained in the Contract, including all modifications, amendments, changes, deletions, additions, and alterations thereto that may hereafter be made, then this obligation shall be void; otherwise it shall remain in full force and effect.

Whenever the Principal shall be, and declared by the Owner to be, in default under the Services-Type Contract, the Surety shall promptly remedy the default as follows:

1. Complete the Contract in accordance with its terms and conditions; or, at the sole option of the Owner,
2. Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by the Surety and the Owner of the lowest responsible bidder, arrange for a contract between such bidder and Owner and make available as the work progresses (even though there should be a default or succession of defaults under the Contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the penal sum set forth in the first paragraph hereof, as may be adjusted, and the Surety shall make available and pay to the Owner the funds required by this Paragraph prior to the payment of the Owner of the balance of the contract price, or any portion thereof. The term “balance of the contract price,” as used in this paragraph, shall mean the total amount payable by the Owner to the Contractor under the Contract, and any amendments thereto, less the amount paid by the Owner to the Contractor; or, at the sole option of the Owner,
3. Allow Owner to complete the work and reimburse the Owner for all reasonable costs incurred in completing the work.

In addition to performing as required in the above paragraphs, the Surety shall indemnify and hold harmless the Owner from any and all losses, liability and damages, claims, judgments, liens, costs and fees of every description, including reasonable attorney's fees, litigation costs and expert witness fees, which the Owner may incur, sustain or suffer by reason of the failure or default on the part of the Principal in the performance of any or all of the terms, provisions, and requirements of the Contract, including any and all amendments and modifications thereto, or incurred by the Owner in making good any such failure of performance on the part of the Principal.

The Surety shall commence performance of its obligations and undertakings under this Bond promptly and without delay, after written notice from the Owner to the Surety.

The Surety hereby waives notice of any and all modifications, omissions, additions, changes, alterations, extensions of time, changes in payment terms, and any other amendments in or about the Contract, and agrees that the obligations undertaken by this Bond shall not be impaired in any manner by reason of any such modifications, omissions, additions, changes, alterations, extensions of time, change in payment terms, and amendments.

The Surety hereby agrees that this Bond shall be deemed amended automatically and immediately, without formal or separate amendments hereto, upon any amendment to the Contract, so as to bind the Principal and the Surety to the full and faithful performance of the Contract as so amended or modified, and so as to increase the penal sum to the adjusted Contract Price of the Contract.

No right of action shall accrue on this Bond to or for the use of any person, entity or corporation other than the Owner and any other obligee named herein, or their executors, administrators, successors or assigns.

This Bond is intended to comply with O.C.G.A. Section 36-91-1 et seq., and shall be interpreted so; as to comply with; the minimum requirements thereof. However, in the event the express language of this Bond extends protection to; the Owner beyond that contemplated by O.C.G.A. Section 36-91-1 et seq. and O.C.G.A. Section 13-10-1, as amended, or any other statutory law applicable to this Project, then the additional protection shall be enforced in favor of the Owner, whether or not such protection is found in the applicable statutes.

**IN WITNESS WHEREOF** the undersigned have caused this instrument to be executed and their respective corporate seals to be affixed and attested by their duly authorized representatives this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_(SEAL)  
(Principal)

By:\_\_\_\_\_

Attest:

\_\_\_\_\_  
Secretary

\_\_\_\_\_(SEAL)  
(Surety)

By:\_\_\_\_\_

Attest:

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
(Address of Surety's Home Office)

\_\_\_\_\_  
(Resident Agent of Surety)

## SECTION 6 CONTRACT COMPLIANCE REQUIREMENTS

### 6.0 Compliance Procedures:

In order to be compliant with the intent and provision of the Non-Discrimination Ordinance providing for non-discrimination in purchasing and contracting in Fulton County, **bidders must submit the following completed documents**. **Failure to provide this information shall result in the Bid being deemed non-responsive:**

- Promise of Non-Discrimination (Exhibit A)
- Employment Record (Exhibit B)
- Schedule of Intended Subcontractor Utilization (Exhibit C)
- Letter of Intent to Perform As a Subcontractor or Provide Materials or Services (Exhibit D)
- Declaration Regarding Subcontractor Practices (Exhibit E), if applicable
- Joint Venture Disclosure Affidavit (Exhibit F), if applicable
- **Equal Business Opportunity Plan (EBO Plan). This document is not a form, rather a statement created by the bidder/proposer on its company letter head addressing the EBO Plan requirements.**

The following document **must** be completed as instructed if awarded the bid:

- Prime Contractor's Subcontractor Utilization Report (Exhibit G)



## **6.1 NON-DISCRIMINATION IN CONTRACTING AND PROCUREMENTS:**

It is the policy of Fulton County Government that discrimination against businesses by reasons of race, color, gender or national origin of the ownership of any such business is prohibited. Furthermore, it is the policy of the Board of Commissioners that Fulton County Government and all vendors and contractors doing business with Fulton County shall provide to all businesses the opportunity to participate in contracting and procurement paid, in whole or in part, with monetary appropriations of the Board without regard to the race, color, gender or national origin of the ownership of any such business. Similarly, it is the policy of Fulton County Government that the contracting and procurement practices of Fulton County Government should not implicate Fulton County as either an active or passive participant in the discriminatory practices engaged in by private contractors or vendors who seek to obtain contracts with Fulton County.

**6.2 Equal Business Opportunity Plan (EBO) Plan:** In addition to the bid submission requirements, each vendor **must** submit an Equal Business Opportunity Plan (EBO) Plan with the bid. The respondent **must** outline a plan of action to encourage and achieve diversity and equality in the available procurement and contracting opportunities with this solicitation. The Plan should be designed to enhance the utilization of racial, gender, or ethnic groups.

The Plan **must** identify and include:

1. Potential opportunities within the scope of work of this solicitation that will be afforded to racial, gender, or ethnic groups for participation in the solicitation.
2. Efforts that will be identified to encourage and solicit minority and female businesses for opportunities within this solicitation.

Fulton County encourages joint ventures, teaming, partnering and mentor-protégé relationships with minority and female businesses in an effort to achieve contracting and procurement diversity.

**Prompt Payment:** The prime contractor must certify in writing and must document on the Department of Contract compliance's Exhibit G Form (Prime Contractor/Subcontractor Utilization Report) that all subcontractors, sub-consultants and suppliers have been promptly paid for work and materials and previous progress payments received (less any retainage by the prime contractor prior to receipt of any further progress payments). In the event the prime contractor is unable to pay subcontractors, sub-consultants or suppliers until receipt of a payment from Fulton County, the prime contractor shall pay funds due to said progress payments within forty-eight (48) hours of receipt of payment from Fulton County and in no event later than fifteen (15) days as provided for by state law.

## EXHIBIT A – PROMISE OF NON-DISCRIMINATION

“Know all persons by these presents, that I/WE ( \_\_\_\_\_ ),  
Name

( \_\_\_\_\_ ,  
Title Firm Name

Hereinafter “Company”), in consideration of the privilege to bid on or obtain contracts funded, in whole or in part, by Fulton County, hereby consent, covenant and agree as follows:

- 1) No person shall be excluded from participation in, denied the benefit of, or otherwise discriminated against on the basis of race, color, national origin or gender in connection with any bid submitted to Fulton County for the performance of any resulting therefrom,
- 2) That it is and shall be the policy of this Company to provide equal opportunity to all businesses seeking to contract or otherwise interested in contracting with this Company without regard to the race, color, gender or national origin of the ownership of this business,
- 3) That the promises of non-discrimination as made and set forth herein shall be continuing in nature and shall remain in full force and effect without interruption,
- 4) That the promise of non-discrimination as made and set forth herein shall be made a part of, and incorporated by reference into, any contract or portion thereof which this Company may hereafter obtain,
- 5) That the failure of this Company to satisfactorily discharge any of the promises of non-discrimination as made and set forth herein shall constitute a material breach of contract entitling the Board to declare the contract in default and to exercise any and all applicable rights and remedies, including but not limited to cancellation of the contract, termination of the contract, suspension and debarment from future contracting opportunities, and withholding and/or forfeiture of compensation due and owing on a contract; and
- 6) That the bidder shall provide such information as may be required by the Director of Contract Compliance pursuant to Section 4.4 of the Fulton County Non-Discrimination in Purchasing and Contracting Ordinance.

**SIGNATURE:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**TELEPHONE NUMBER:** \_\_\_\_\_

## EXHIBIT B – EMPLOYMENT REPORT

The demographic employment make-up for the bidder **must** be identified and submitted with this bid. In addition, if subcontractors will be utilized by the bidder to complete this project, then the demographic employment make-up of the subcontractor(s) must be identified and submitted with this bid.

### EMPLOYEES

| CATEGORY                            | NATIVE INDIAN |   | AFRICAN AMERICAN |   | ASIAN AMERICAN |   | HISPANIC AMERICAN |   | CAUCASIAN AMERICAN |   | OTHER |   |
|-------------------------------------|---------------|---|------------------|---|----------------|---|-------------------|---|--------------------|---|-------|---|
| Male/Female                         | M             | F | M                | F | M              | F | M                 | F | M                  | F | M     | F |
| Mgmt/Official                       |               |   |                  |   |                |   |                   |   |                    |   |       |   |
| Professional<br>(Arch., P.E., etc.) |               |   |                  |   |                |   |                   |   |                    |   |       |   |
| Supervisors                         |               |   |                  |   |                |   |                   |   |                    |   |       |   |
| Office/Sales<br>Clerical            |               |   |                  |   |                |   |                   |   |                    |   |       |   |
| Craftsmen                           |               |   |                  |   |                |   |                   |   |                    |   |       |   |
| Laborers                            |               |   |                  |   |                |   |                   |   |                    |   |       |   |
| Others<br>(Specify)                 |               |   |                  |   |                |   |                   |   |                    |   |       |   |
| TOTALS                              |               |   |                  |   |                |   |                   |   |                    |   |       |   |

**FIRM'S**

**NAME:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

\_\_\_\_\_

**TELEPHONE NUMBER:** \_\_\_\_\_

This completed form is for (Check one) \_\_\_\_\_ Bidder \_\_\_\_\_ Subcontractor

**Date Completed:** \_\_\_\_\_

## EXHIBIT C - SCHEDULE OF INTENDED SUBCONTRACTOR UTILIZATION

If the bidder intends to subcontract any portion of this scope of work/service(s), this form **must be** completed and **submitted with the bid**. All prime bidders **must** include Letter(s) of Intent (Exhibit D) in the bid document for all subcontractors who will be utilized under the scope of work/services.

**PRIME BIDDER:** \_\_\_\_\_

**ITB/RFP NUMBER:** \_\_\_\_\_

Project Name or Description of Work/Service(s) \_\_\_\_\_

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1. My firm, as Prime Bidder on this scope of work/service(s) is \_\_\_\_\_ is not \_\_\_\_\_ a minority or female owned and controlled business. (Please indicate below the portion of work, including, percentage of bid amount that your firm will carry out directly):

---

---

If the Prime Bidder is a Joint Venture, please complete Exhibit F: Joint Venture Disclosure Affidavit.

2. Sub-Contractors (Including suppliers) to be utilized in the performance of this scope of work/service(s), if awarded, are:

SUBCONTRACTOR NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PHONE: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

ETHNIC GROUP\*: \_\_\_\_\_ COUNTY CERTIFIED\*\* \_\_\_\_\_

WORK TO BE PERFORMED: \_\_\_\_\_

DOLLAR VALUE OF WORK: \$ \_\_\_\_\_ PERCENTAGE VALUE: \_\_\_\_\_ %

**\*Ethnic Groups: African American (AABE); Asian American (ABE); Hispanic American (HBE); Native American (NABE); White Female American (WFBE); \*\*If yes, attach copy of recent certification letter.**

## EXHIBIT C - SCHEDULE OF INTENDED SUBCONTRACTOR UTILIZATION

SUBCONTRACTOR NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
\_\_\_\_\_  
PHONE: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_  
ETHNIC GROUP\*: \_\_\_\_\_ COUNTY CERTIFIED\*\* \_\_\_\_\_  
WORK TO BE PERFORMED: \_\_\_\_\_  
\_\_\_\_\_  
DOLLAR VALUE OF WORK: \$ \_\_\_\_\_ PERCENTAGE VALUE: \_\_\_\_\_ %

---

SUBCONTRACTOR NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
\_\_\_\_\_  
PHONE: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_  
ETHNIC GROUP\*: \_\_\_\_\_ COUNTY CERTIFIED\*\* \_\_\_\_\_  
WORK TO BE PERFORMED: \_\_\_\_\_  
\_\_\_\_\_  
DOLLAR VALUE OF WORK: \$ \_\_\_\_\_ PERCENTAGE VALUE: \_\_\_\_\_ %

---

SUBCONTRACTOR NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
\_\_\_\_\_  
PHONE: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_  
ETHNIC GROUP\*: \_\_\_\_\_ COUNTY CERTIFIED\*\* \_\_\_\_\_  
WORK TO BE PERFORMED: \_\_\_\_\_  
\_\_\_\_\_  
DOLLAR VALUE OF WORK: \$ \_\_\_\_\_ PERCENTAGE VALUE: \_\_\_\_\_ %

---

SUBCONTRACTOR NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
\_\_\_\_\_  
PHONE: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_  
ETHNIC GROUP\*: \_\_\_\_\_ COUNTY CERTIFIED\*\* \_\_\_\_\_  
WORK TO BE PERFORMED: \_\_\_\_\_  
\_\_\_\_\_  
DOLLAR VALUE OF WORK: \$ \_\_\_\_\_ PERCENTAGE VALUE: \_\_\_\_\_ %

**\*Ethnic Groups: African American (AABE); Asian American (ABE); Hispanic American (HBE); Native American (NABE); White Female American (WFBE); \*\*If yes, attach copy of recent certification letter.**

## EXHIBIT C - SCHEDULE OF INTENDED SUBCONTRACTOR UTILIZATION

|   |
|---|
| <b>Total Dollar Value of Small Business Enterprise Agreements: (\$)</b> |
|---|

|                                    |
|------------------------------------|
| <b>Total Percentage Value: (%)</b> |
|------------------------------------|

**CERTIFICATION:** The undersigned certifies that he/she has read, understands and agrees to be bound by the Bid provisions, including the accompanying Exhibits and other terms and conditions regarding sub-contractor utilization. The undersigned further certifies that he/she is legally authorized by the Bidder to make the statement and representation in this Exhibit and that said statements and representations are true and correct to the best of his/her knowledge and belief. The undersigned understands and agrees that if any of the statements and representations are made by the Bidder knowing them to be false, or if there is a failure of the intentions, objectives and commitments set forth herein without prior approval of the Owner, then in any such event the Contractor's acts or failure to act, as the case may be, shall constitute a material breach of the contract, entitling the Owner to terminate the Contract for default. The right to so terminate shall be in addition to, and in lieu of, any other rights and remedies the Owner may have for other defaults under the contract.

Signature/Title: \_\_\_\_\_

Firm or Corporate Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Telephone: (     ) \_\_\_\_\_

Fax Number: (     ) \_\_\_\_\_

Email Address: \_\_\_\_\_

## EXHIBIT D

### LETTER OF INTENT TO PERFORM AS A SUBCONTRACTOR OR PROVIDE MATERIALS OR SERVICES

This form **must** be completed by ALL known subcontractors/suppliers and submitted with the bid. The Prime Contractor **must** submit Letters of Intent for ALL known subcontractors/suppliers at time of bid submission.

To: \_\_\_\_\_  
(Name of Prime Contractor Firm)

From: \_\_\_\_\_  
(Name of Subcontractor Firm)

ITB/RFP Number \_\_\_\_\_  
Project Name \_\_\_\_\_

The undersigned is prepared to perform the following described work or provide materials or services in connection with the above project (specify in detail particular work items, materials, or services to be performed or provided):

| Description of Work | Project<br>Commence<br>Date | Project<br>Completion<br>Date | Estimated<br>Dollar<br>Amount |
|---------------------|-----------------------------|-------------------------------|-------------------------------|
|                     |                             |                               |                               |
|                     |                             |                               |                               |
|                     |                             |                               |                               |
|                     |                             |                               |                               |
|                     |                             |                               |                               |
|                     |                             |                               |                               |

\_\_\_\_\_  
(Prime Bidder) (Subcontractor)

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

## EXHIBIT E - DECLARATION REGARDING SUBCONTRACTING PRACTICES

If the bidder **does not intend to subcontract** any portion of the scope of work services(s), this form **must be** completed and submitted with the bid.

\_\_\_\_\_ hereby declares that it is my/our intent to  
(Bidder)  
perform 100% of the work required for \_\_\_\_\_  
(ITB/RFP Number)  
\_\_\_\_\_  
(Description of Work)

In making this declaration, the bidder states the following:

1. That the bidder does not customarily subcontract elements of this type project, and normally performs and has the capability to perform and will perform **all elements** of the work on this project with his/her own current work forces;
2. If it should become necessary to subcontract some portion of the work at a later date, the bidder will comply with all requirements of the County's Non-Discrimination Ordinance in providing equal opportunities to all firms to subcontract the work. The determination to subcontract some portion of the work at a later date shall be made in good faith and the County reserves the right to require additional information to substantiate a bidder's decision to subcontract work following the award of the contract. Nothing contained in this provision shall be employed to circumvent the spirit and intent of the County's Non-Discrimination Ordinances;
3. The bidder will provide, upon request, information sufficient for the County to verify Item Number one.

### AUTHORIZED COMPANY REPRESENTATIVE

Name: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Firm: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Email Address: \_\_\_\_\_



## EXHIBIT F - JOINT VENTURE DISCLOSURE AFFIDAVIT

**RFP No.** \_\_\_\_\_

**Project Name** \_\_\_\_\_

This form must be completed and submitted with the bid if a joint venture approach is to be undertaken.

The firms listed below do hereby declare that they have entered into a joint venture agreement pursuant to the above mentioned project. The information requested below is to clearly identify and explain the extent of participation of each firm in the proposed joint venture. All items must be properly addressed before the business entity can be evaluated.

1. Firms:

1) Name of Business: \_\_\_\_\_

Street Address: \_\_\_\_\_

Telephone No.: \_\_\_\_\_

County: \_\_\_\_\_

Nature of Business: \_\_\_\_\_

2) Name of Business: \_\_\_\_\_

Street Address: \_\_\_\_\_

Telephone No.: \_\_\_\_\_

County: \_\_\_\_\_

Nature of Business: \_\_\_\_\_

3) Name of Business: \_\_\_\_\_

Street Address: \_\_\_\_\_

Telephone No.: \_\_\_\_\_

County: \_\_\_\_\_

Nature of Business: \_\_\_\_\_

**NAME OF JOINT VENTURE (If applicable):** \_\_\_\_\_

**PRINCIPAL OFFICE ADDRESS:** \_\_\_\_\_

\_\_\_\_\_

**OFFICE PHONE:** \_\_\_\_\_

## EXHIBIT F - JOINT VENTURE DISCLOSURE AFFIDAVIT

Note: Attach additional sheets as required.

- 1) Describe the capital contributions by each joint venturer and accounting thereof. Indicate the percentage make-up for each joint venture partner.
- 2) Describe the capital contributions by each joint venturer and accounting thereof. Indicate the percentage make-up for each joint venture partner.
- 3) Describe any ownership, options for ownership, or loans between the joint ventures. Identify terms thereof.
- 4) Describe the estimate contract cash flow for each joint venturer.
- 5) To what extent and by whom will the on-site work be supervised?
- 6) To what extent and by whom will the administrative office be supervised?
- 7) Which joint venturer will be responsible for material purchases including the estimated cost thereof? How will the purchase be financed?
- 8) Which joint venturer will provide equipment? What is the estimated cost thereof? How will the equipment be financed?
- 9) Describe the experience and business qualifications of each joint venturer.
- 10) Submit a copy of all joint venture agreements and evidence of authority to do business in the State of Georgia as well as locally, to include all necessary business licenses.
- 11) Percent of ownership by each joint venture in terms of profit and loss sharing: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- 12) The authority of each joint venturer to commit or obligate the other: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- 13) Number of personnel to be involved in project, their crafts and positions and whether they are employees of the small business enterprise, the majority firm or the joint venturer: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## EXHIBIT F - JOINT VENTURE DISCLOSURE AFFIDAVIT

- 14) Identification of control and participation in venture; list those individuals who are responsible for day-to-day management and policy decision-maker, including, but not limited to, those with prime responsibility for areas designated below; (use additional sheets if necessary).

| <u>Name</u> | <u>Race</u> | <u>Sex</u> | <u>Financial<br/>Decisions</u> | <u>Supervision<br/>Field Operation</u> |
|-------------|-------------|------------|--------------------------------|--|
| _____       | _____       | _____      | _____                          | _____                                  |
| _____       | _____       | _____      | _____                          | _____                                  |
| _____       | _____       | _____      | _____                          | _____                                  |
| _____       | _____       | _____      | _____                          | _____                                  |
| _____       | _____       | _____      | _____                          | _____                                  |

In connection with any work that these firms, as a joint venture, might be authorized to perform in connection with above captioned contract, we each do hereby authorize representatives of the Fulton County Department of Contract Compliance, Departments of Purchasing and Finance, under the direction of the County Manger's Office, to examine, from time to time, the books, records and files to the extent that such relate to this County project.

**WE DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THE FOREGOING DOCUMENT ARE TRUE AND CORRECT, AND THAT WE ARE AUTHORIZED, ON BEHALF OF THE AVOVE FIRMS, TO MAKE THIS AFFIDAVIT AND GRANT THE ABOVE PRIVILEGE.**

**FOR** \_\_\_\_\_  
(Company)

**Date:** \_\_\_\_\_

\_\_\_\_\_  
(Signature of Affiant)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Company)

**Date:** \_\_\_\_\_

\_\_\_\_\_  
(Signature of Affiant)

\_\_\_\_\_  
(Printed Name)

**EXHIBIT F - JOINT VENTURE DISCLOSURE AFFIDAVIT**

State of \_\_\_\_\_:

County of \_\_\_\_\_:

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, before me, appeared \_\_\_\_\_

\_\_\_\_\_, the aforementioned officers, personally appeared known to me to be an authorized company representative described in the foregoing Affidavit and acknowledge that he (she) executed the same in the capacity therein stated and for the purpose therein contained.

### EXHIBIT – G PRIME CONTRACTOR/SUB-CONTRACTOR UTILIZATION REPORT

This report is required to be submitted by the tenth day of each month, with a copy of your payment invoice (schedule of values/payment application) to Contract Compliance. Failure to comply may result in the County commencing proceedings to impose sanctions on the successful bidder, in addition to purchasing any other available legal remedy. Sanctions may include the suspending of any payment or part thereof, termination or cancellation of the contract, and the denial to participate in any future contracts awarded by Fulton County.

|                   |  |                   |  |
|-------------------|--|-------------------|--|
| REPORTING PERIOD: |  | PROJECT NAME:     |  |
| FROM:             |  | PROJECT NUMBER:   |  |
| TO:               |  | PROJECT LOCATION: |  |

|                         |  |                     |                       |                     |                 |                    |
|-------------------------|--|---------------------|-----------------------|---------------------|-----------------|--------------------|
| <b>PRIME CONTRACTOR</b> |  | Contract Award Date | Contract Award Amount | Change Order Amount | Contract Period | % Complete to Date |
| Name:                   |  |                     |                       |                     |                 |                    |
| Address:                |  |                     |                       |                     |                 |                    |
| Telephone #:            |  |                     |                       |                     |                 |                    |

AMOUNT OF REQUISITION THIS PERIOD:\$ \_\_\_\_\_

TOTAL AMOUNT REQUISITION TO DATE:\$ \_\_\_\_\_

#### SUBCONTRACTOR UTILIZATION (add additional rows as necessary)

| Name of Sub-contractor | Description of Work | Contract Amount | Amount Paid To Date | Amount Requisition This Period | Contract Period |             |
|------------------------|---------------------|-----------------|---------------------|--------------------------------|-----------------|-------------|
|                        |                     |                 |                     |                                | Starting Date   | Ending Date |
|                        |                     |                 |                     |                                |                 |             |
|                        |                     |                 |                     |                                |                 |             |
|                        |                     |                 |                     |                                |                 |             |
|                        |                     |                 |                     |                                |                 |             |
| TOTALS                 |                     |                 |                     |                                |                 |             |

Executed By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name)

Notary: \_\_\_\_\_

Date: \_\_\_\_\_

My

Commission Expires: \_\_\_\_\_